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VOL. XLV., No. 35.

The Solicitors' Journal and Reporter.

LONDON, JUNE 29, 1901.

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CURRENT TOPICS.

MR. JUSTICE JOYCE and the Lord Chief Justice will be the
Vacation Judges during the ensuing Long Vacation; Mr. Justice
JOYCE taking the first part, and the Lord Chief Justice the
second part, of the vacation.

AT THE annual meeting of the Land Law Reform Association,
held on the 25th instant, Sir WALTER FOSTER, M.P., in the
chair, a resolution, moved by Mr. J. S. RUBINSTEIN and seconded
by Mr. JOHN LEWIS, was carried unanimously in favour of an
inquiry being held into the working of the system of compulsory
registration in the County of London during the experimental
period of three years, which period expires next month.

IT WILL BE observed, from the list of nominations for the
Council of the Incorporated Law Society, that two members of
Council of long standing—Mr. SAUNDERS and Mr. KEEN—do
not offer themselves for re-election. We believe that Mr.
SAUNDERS, who was president of the society in 1884-5, was the
first country member to be elected to that office. Mr. KEEN's
presidency in 1889-90 will be remembered for his vigorous
advocacy of a representation of solicitors on the Rule Committee.
To both of these gentlemen much gratitude is due for their
services. We ought to add also that Mr. ELLETT, the retiring
president, deserves the special thanks of the society for the
courtesy, firmness, and skill with which, during a year of
unprecedented anxiety and trouble, he has fulfilled his duties.
We hope that at the forthcoming meeting someone will be
found to express the sense entertained by the members of his
services. They must have been uncommonly trying, but we can
hardly believe that they have resulted in the strange changes
depicted in a so-called portrait of him which recently appeared
in a daily illustrated paper. Worry and anxiety do not usually
turn ascetic features into a broadly jovial countenance, an
extensive double chin, and a peculiarly rubicund nose. The
artist must have been deceived by some practical joker.

FOR THE three vacancies on the Council there are three
candidates, nominated by members of the Council and others
—Mr. CHARLES CHESTON, of the firm of Cheston & Sons; Mr.
WILLIAM JOHN HUMFRIES, of Hereford; and Mr. CHARLES E.
MATHEWS, of Birmingham; while there are nominated, prac-
tically by one group of nominators, no fewer than six
candidates—Mr. W. H. ATKINSON, of Newcastle-on-Tyne; Mr.
H. L. CARTER, of Carnarvon; Mr. A. H. HASTIE, of 65, Lincoln's-
inn-fields; Mr. E. P. W. HUGHES, of East Grinstead; Mr. E. O.
LANGHAM, of Eastbourne; and Mr. F. M. VOULES, of 84, Bishops-
gate-street Within. In addition, Mr. HARVEY CLIFTON is
nominated by a large number of London and country solicitors.
Hence the seats of some of the old members of the Council are
attacked. A lively contest may be expected, but we may be
allowed to express a hope that systematic canvassing for votes
will be discouraged. The country members of the society now
considerably outnumber the town members.

THE Supreme Court of Judicature (Appeals) Bill has been read a second time in the House of Lords, but neither the Lord Chancellor nor the Lord Chief Justice, who have spoken on it, have thrown any light upon the mode in which the proposed third branch of the Court of Appeal is to be constituted. In committee some discussion took place on the proposal to stop appeals under the Workmen's Compensation Act, 1897, from going to the House of Lords, and the Lord Chancellor shewed himself by no means averse to preserve the jurisdiction if he received any encouragement. But either he or the reporter of his speech seem to have been in error in quoting the Workmen's Compensation Act, 1900, as a precedent for the proposed change. The Act extended the Act of 1897 to agricultural labourers, but it contains no provision preventing a claim in such a case being taken to the House of Lords. However, the past policy of the Legislature in this respect is not very material. Hitherto the appeals to the House of Lords have served the useful purpose of broadening the construction placed upon the Act by the Court of Appeal, and in deciding whether this jurisdiction should be preserved it is not altogether pertinent to say that cases under the Act involve only small amounts. The amount involved in particular cases may be small, but the principles at stake affect very considerable interests.

THE REAL question with respect to any proposal for giving the King's Bench Division the final decision upon cases arising under the Workmen's Compensation Acts is the nature of the court to which such cases are to be referred, and upon this point Lord ALVERSTONE made an important announcement in the debate on the second reading of the Bill. It has been frequently objected to Divisional Courts that they are continually varying in constitution and that they are irregular in their sittings. The proposal put forward by the Lord Chief Justice is that there shall be a special court consisting of three judges, and that its constitution shall be fixed for six months. When it changes it will be by the change of only one judge at a time. That it will be always available for work is perhaps too much to expect as things are at present. But it would doubtless sit as continuously as possible, and the Lord Chief Justice anticipates that it would lead to uniformity of decision, and also to the speedier despatch of business. He urges further that the transfer by the Judicature Act, 1894, of appeals on matters of practice to the Court of Appeal was a step in the wrong direction, and that the result has been to block that court without any corresponding advantage. The obvious comment upon all this is that it is simply playing at rearranging the judges. The permanent divisional court of three judges which Lord ALVERSTONE wishes to establish is in effect a third Court of Appeal, but the Bill makes no provision for the judges necessary to establish such a court, whether it be called a King's Bench Divisional Court or a third branch of the Court of Appeal. We have every sympathy with Lord ALVERSTONE's desire to improve the conduct of business in the King's Bench Division, and to check the multiplication of appeals; but the present Bill seems to have been launched without due consideration of the judicial material actually available.

IN CONNECTION with the charge of bigamy which has been made against Earl RUSSELL, his counsel made an extraordinary application to the Recorder on Monday last at the Central Criminal Court. He asked the learned judge to order that a bill of indictment, which was about to be preferred against the earl, should not be preferred at the present sessions, and that the recognizances of the witnesses and of the defendant should be enlarged until next sessions. Probably such an application has never before been made in an assize court. At common law everyone has a right to prefer a bill of indictment against any person before a grand jury. This right has been modified in the case of certain offences by the Vexatious Indictments Act, 1859. That Act, however, does not in any way affect the procedure in the case of bigamy or any other felony. So that by common law a bill for bigamy might have been preferred before the grand jury by any person, and the Recorder would have been acting contrary to law if he had

attempted to stop that person from so doing. Of course, if a person does prefer a bill before a grand jury, he must be prepared with evidence to support it, and unless witnesses have been bound over to appear, there is no legal machinery by which he can get them before the grand jury. The judge who presides over a court of assize has, no doubt, power to enlarge the recognizances of the witnesses. If he did so before a bill was found this would indirectly prevent a bill from being preferred. This, however, is hardly ever done before a bill is found, and then always on the application of the Crown. For the prisoner to make such an application is probably unheard of. After a bill has been found, it is most common for a prisoner to ask for a postponement of the trial. If this application is granted, then the recognizances of the witnesses are enlarged to the next assizes, as a matter of course. But before a bill of indictment is found against an accused person, it is submitted that his counsel has no *locus standi* in the court at all, and neither he nor his counsel may address the court or make any application to the court in reference to the charge. In the recent case the application was refused, and a true bill was found. The Recorder then stated that he intended to inform the Lord Chancellor of the fact, and the recognizances of the witnesses and of the defendants were enlarged. It seems probable, therefore, that, for the first time for sixty years, as stated in these columns last week, we are to see a trial of a peer by the House of Lords.

IT HAS been laid down in several cases since the Judicature Acts that a judge can always reconsider his decision until the order has been drawn up, but that no judge of the High Court has any jurisdiction to rehear an order, whether made by himself or any other judge, the power to rehear being part of the appellate jurisdiction, which is transferred by the Acts to the Court of Appeal. The question of how far it is possible to obtain a rehearing of a case is always an interesting one, and attempts will often be made to obtain this relief, especially in cases where appeals are not allowed. Very little is to be found on the subject in books of common law practice. Trial by jury and *voir dire* evidence were not convenient for a rehearing, and it was laid down that, though there were many ways to set aside an erroneous judgment or a decree founded on depositions in writing, there was no way, except a new trial, to correct the errors of a verdict. On the other hand, in courts of equity, before the Judicature Acts, a rehearing, to a certain extent, was a matter of right. But the law must now be taken to be settled by the Court of Appeal in *Re St. Nazaire Co.* (12 Ch. D. 88) that in all the divisions of the High Court there is no power to rehear or review a decision upon any suggestion that the court has been misled, or that the parties have not brought all the evidence which ought to have been brought in order to enable the court to arrive at a just conclusion. But the subject is not wholly exhausted. There still remains, as we have seen, the power of dealing with the order before it is drawn up, on the ground that no final decision has been pronounced, and this we suppose is the explanation of cases such as *Re Gray* (36 Ch. D. 205, 211). A different practice seems to prevail in other tribunals. Section 104, par. 1, of the Bankruptcy Act, 1883, gives power to every court having jurisdiction in bankruptcy to review, rescind, or vary any orders made by them under their bankruptcy jurisdiction, and this notwithstanding the right of appeal, though it has been held that, unless under special circumstances, an application for a rehearing will not be entertained after the expiration of the time limited for appeal. A number of cases have been extracted from the journals of the House of Lords where amendments, variations, and alterations were allowed after the hearing of appeals by the House. And with regard to the Privy Council, it seems that there may be exceptional circumstances which will warrant the board even after their advice has been acted upon by the Sovereign in Council, in allowing a case to be reheard at the instance of one of the parties. This is owing to the desire to prevent irremediable injustice being done by a court of the last resort, where by some accident, without any blame, the party has not been heard, and an order has been inadvertently made as if the party had been heard. These considerations apply to every court from the decision of which no appeal can be brought. But the arguments against

allowing a rehearing where a final judgment has been pronounced by a court of competent jurisdiction can be easily understood. Even assuming that the judgment is wrong, it would be better to allow it to remain unaltered than to introduce a practice under which it would be difficult to put an end to litigation. It would, perhaps, be more convenient to have some express enactment on the subject dealing, as far as possible, with all our tribunals.

A POINT of some importance to gas companies, as well as to house owners, was decided by FARWELL, J., in *Batcheller v. Tunbridge Wells Gas Co.* (ante, p. 577). In that case it was proved as a fact that gas escaping from a system of main pipes laid in the road had contaminated the water supply contained in adjacent pipes belonging to the owner of the houses which they fed. The contamination thus proved had been abated, so that the plaintiff owner did not press for an injunction to restrain its continuance; but FARWELL, J., in holding that the defendant gas company was not entitled to pollute this particular water supply, made some observations which govern similar cases. His lordship was clear that such contamination was a nuisance, and that a gas company incorporated under a normal special Act and the Gasworks Clauses Act of 1871 (34 & 35 Vict. c. 41) has no statutory authority to create such a nuisance. Section 9 of the latter Act is extremely stringent in the terms of its refusal to exonerate the undertakers of a gas supply from an indictment for any nuisance; its stringency was recognized by LINDLEY, M.R., in *Jordeson v. Sutton, &c., Gas Co.* (1899, 2 Ch. 217), where, at p. 237, he says: "If they (the defendants) could shew any enactment expressly or by necessary implication authorizing them in terms to erect a gasometer at the place where this is . . . and if they could shew that it was impossible to exercise those clearly conferred powers without creating damage to their neighbours, the decision in *London, Brighton, and South-Coast Railway Co. v. Truman* (34 W. R. 657, 11 A. C. 45) would protect them"; but this section 9, as he there held, was conclusive against the defendants. Thus, having found as a fact the "nuisance" against which an action would lie, FARWELL, J., refused, as irrelevant, evidence tendered by the gas company to show (1) that their pipes were as well laid as possible, and that some escape of, and contamination by, gas was unavoidable; (2) that the plaintiff's water-pipe was itself defective; and (3) that the plaintiff's water supply was otherwise unfit for domestic use. In language which will be appreciated by house owners in a plight like the plaintiff's, his lordship held that a house owner owed no duty to a gas company to keep his water-pipe gas-tight. In other words, a gas company which puts on the land so unnatural a thing as a gas-pipe must keep it there at its own peril; it is as much a legal "nuisance" as the time-honoured tiger which must be strongly chained by its owner, who is not entitled to say to his neighbour "You should have put an iron fence round your land and then my tiger would not have broken on to it." The case supplied one more addition to the nuisances referred to in the judgment of BLACKBURN, J., cited with approval by Lord CAIRNS in *Rylands v. Fletcher* (L. R. 3 H. L. 330, at p. 339): "The true rule of law is, that the person who, for his own purposes, brings on his land and collects and keeps there anything likely to do mischief if it escapes, must keep it in at his peril; and if he does not do so, is *prima facie* answerable for all the damage which is the natural consequence of its escape. . . . But for his act in bringing it there no mischief could have accrued, and it seems but just that he should at his peril keep it there so that no mischief may accrue, or answer for the natural and anticipated consequence. And upon authority this, we think, is established to be the law, whether the things so brought be beasts, or water, or filth, or stench." To this list FARWELL, J., has now added "or gas."

AN INTERESTING point upon claims to compensation under the Lands Clauses Acts arose in *Mercer v. Liverpool, &c., Railway Co.* (Times, 25th inst.), in which judgment was given this week by Lord ALVERSTONE, C.J. It is well settled that, with respect to the taking of land, the date of the notice to treat fixes the time at which interests are to be deemed to be stereotyped for the

purpose of assessing compensation; at any rate to this extent, that after that date it is not competent for the landowner, by creating new interests, to raise up against the promoters fresh claims to compensation. "It has been held over and over again," said MATHEW, J., in *Wilkins v. Mayor of Birmingham* (25 Ch. D., p. 80), "that from the time when the notice to treat has been served each party must abstain from altering his position. Any interest subsequently acquired by or from the person on whom the notice to treat has been served is not a subject for compensation." In general the principle acts fairly and prevents claims being manufactured simply for the purpose of obtaining compensation; but it also has its harsh side, as where it prevents a landlord from creating leases in favour of tenants who, but for the land being taken, would have undoubtedly continued in occupation: see *Ex parte Edwards* (12 Eq. 389). In the present case the question arose whether the same principle applied to claims for the injurious affecting of land which is not taken, where some land of the same owner is taken. In October, 1891, notice to treat was served upon A. with respect to land required for a railway. In February, 1892, A.'s agent verbally agreed to let to B. for 999 years for building purposes land on the opposite side of a street to the land to be taken, and in June, 1892, a lease was granted in pursuance of this agreement. Houses were built prior to October, 1892. In that month A. agreed to sell to the promoters the land included in the notice to treat for £23,000, which sum was to include compensation for all damage sustained by the vendor by severance and injurious affection of other property. This purchase was not completed till November, 1894. Meanwhile the works had proceeded, some streets had been lowered, and the access to B.'s houses had been permanently interfered with. B. claimed for the injurious affecting of her houses under section 68 of the Lands Clauses Act, 1845, and in the arbitration she was awarded £371 10s. Then the point arose whether, having regard to the date when her lease was created, and to the settlement with A., she was entitled to compensation at all. The Lord Chief Justice held that she was, and declined to extend to such a case the principle in question. Primarily, of course, the notice to treat is only concerned with the land to be taken, and it does not touch other lands which may be only injuriously affected. The creation of fresh interests in such lands is therefore not prohibited, and the persons entitled to such interests do not forfeit their rights against the promoters because the landowner has subsequently made an agreement purporting to cover severance and other damages. This only affects the lands which he retains at the date of the agreement.

IN THE CASE of *Driefontein Consolidated Mines v. Janson* (Times, 22nd inst.) the Court of Appeal have by a majority (A. L. SMITH, M.R., and ROMER, L.J.; VAUGHAN WILLIAMS, L.J., diss.) declined to extend to new circumstances the doctrine that public policy absolves an underwriter from fulfilling his contract of insurance with regard to the goods of an alien enemy destroyed in the course of war. The peculiar position of the plaintiff company would in any case have made the application to it of the doctrine depend purely upon legal fictions; and this was regarded by the Master of the Rolls as a strong reason for deciding in its favour. The Driefontein Consolidated Mines was a Transvaal company, established in the Transvaal under the law of the late South African Republic; but its constituent elements were either British or European, and it had a London office and a London committee of management. The shareholders, so far from being alien enemies, were in the main British subjects, and although the Transvaal Government just before the outbreak of war commandeered, and apparently profited by, their gold, a public policy which forbade them any remedy against the underwriters obviously required to be very carefully scanned. But assuming that the legal distinction between the company, which was a Transvaal corporation, and its constituent elements, which were largely British, was to prevail, there was still, as both the Master of the Rolls and ROMER, L.J., shewed, strong reason for not depriving the company of redress. Hitherto the principle in question has been applied only in cases where the loss has been incurred after the outbreak of hostilities. The relations

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IT HAS been laid down in several cases since the Judicature Acts that a judge can always reconsider his decision until the order has been drawn up, but that no judge of the High Court has any jurisdiction to rehear an order, whether made by himself or any other judge, the power to rehear being part of the appellate jurisdiction, which is transferred by the Acts to the Court of Appeal. The question of how far it is possible to obtain a rehearing of a case is always an interesting one, and attempts will often be made to obtain this relief, especially in cases where appeals are not allowed. Very little is to be found on the subject in books of common law practice. Trial by jury and *videlicet* evidence were not convenient for a rehearing, and it was laid down that, though there were many ways to set aside an erroneous judgment or a decree founded on depositions in writing, there was no way, except a new trial, to correct the errors of a verdict. On the other hand, in courts of equity, before the Judicature Acts, a rehearing, to a certain extent, was a matter of right. But the law must now be taken to be settled by the Court of Appeal in *Re St. Nazaire Co.* (12 Ch. D. 88) that in all the divisions of the High Court there is no power to rehear or review a decision upon any suggestion that the court has been misled, or that the parties have not brought all the evidence which ought to have been brought in order to enable the court to arrive at a just conclusion. But the subject is not wholly exhausted. There still remains, as we have seen, the power of dealing with the order before it is drawn up, on the ground that no final decision has been pronounced, and this we suppose is the explanation of cases such as *Re Gray* (36 Ch. D. 205, 211). A different practice seems to prevail in other tribunals. Section 104, par. 1, of the Bankruptcy Act, 1883, gives power to every court having jurisdiction in bankruptcy to review, rescind, or vary any orders made by them under their bankruptcy jurisdiction, and this notwithstanding the right of appeal, though it has been held that, unless under special circumstances, an application for a rehearing will not be entertained after the expiration of the time limited for appeal. A number of cases have been extracted from the journals of the House of Lords where amendments, variations, and alterations were allowed after the hearing of appeals by the House. And with regard to the Privy Council, it seems that there may be exceptional circumstances which will warrant the board even after their advice has been acted upon by the Sovereign in Council, in allowing a case to be reheard at the instance of one of the parties. This is owing to the desire to prevent irremediable injustice being done by a court of the last resort, where by some accident, without any blame, the party has not been heard, and an order has been inadvertently made as if the party had been heard. These considerations apply to every court from the decision of which no appeal can be brought. But the arguments against

allowing a rehearing where a final judgment has been pronounced by a court of competent jurisdiction can be easily understood. Even assuming that the judgment is wrong, it would be better to allow it to remain unaltered than to introduce a practice under which it would be difficult to put an end to litigation. It would, perhaps, be more convenient to have some express enactment on the subject dealing, as far as possible, with all our tribunals.

A POINT of some importance to gas companies, as well as to house owners, was decided by FARWELL, J., in *Batcheller v. Tunbridge Wells Gas Co.* (ante, p. 577). In that case it was proved as a fact that gas escaping from a system of main pipes laid in the road had contaminated the water supply contained in adjacent pipes belonging to the owner of the houses which they fed. The contamination thus proved had been abated, so that the plaintiff owner did not press for an injunction to restrain its continuance; but FARWELL, J., in holding that the defendant gas company was not entitled to pollute this particular water supply, made some observations which govern similar cases. His lordship was clear that such contamination was a nuisance, and that a gas company incorporated under a normal special Act and the Gasworks Clauses Act of 1871 (34 & 35 Vict. c. 41) has no statutory authority to create such a nuisance. Section 9 of the latter Act is extremely stringent in the terms of its refusal to exonerate the undertakers of a gas supply from an indictment for any nuisance; its stringency was recognized by LINDLEY, M.R., in *Jordeson v. Sutton, &c., Gas Co.* (1899, 2 Ch. 217), where, at p. 237, he says: "If they (the defendants) could shew any enactment expressly or by necessary implication authorizing them in terms to erect a gasometer at the place where this is . . . and if they could shew that it was impossible to exercise those clearly conferred powers without creating damage to their neighbours, the decision in *London, Brighton, and South-Coast Railway Co. v. Truman* (34 W. R. 657, 11 A. C. 45) would protect them"; but this section 9, as he there held, was conclusive against the defendants. Thus, having found as a fact the "nuisance" against which an action would lie, FARWELL, J., refused, as irrelevant, evidence tendered by the gas company to show (1) that their pipes were as well laid as possible, and that some escape of, and contamination by, gas was unavoidable; (2) that the plaintiff's water-pipe was itself defective; and (3) that the plaintiff's water supply was otherwise unfit for domestic use. In language which will be appreciated by house owners in a plight like the plaintiff's, his lordship held that a house owner owed no duty to a gas company to keep his water-pipe gas-tight. In other words, a gas company which puts on the land so unnatural a thing as a gas-pipe must keep it there at its own peril; it is as much a legal "nuisance" as the time-honoured tiger which must be strongly chained by its owner, who is not entitled to say to his neighbour "You should have put an iron fence round your land and then my tiger would not have broken on to it." The case supplied one more addition to the nuisances referred to in the judgment of BLACKBURN, J., cited with approval by Lord CAIRNS in *Rylands v. Fletcher* (L. R. 3 H. L. 330, at p. 339): "The true rule of law is, that the person who, for his own purposes, brings on his land and collects and keeps there anything likely to do mischief if it escapes, must keep it in at his peril; and if he does not do so, is *prima facie* answerable for all the damage which is the natural consequence of its escape. . . . But for his act in bringing it there no mischief could have accrued, and it seems but just that he should at his peril keep it there so that no mischief may accrue, or answer for the natural and anticipated consequence. And upon authority this, we think, is established to be the law, whether the things so brought be beasts, or water, or filth, or stench." To this list FARWELL, J., has now added "or gas."

AN INTERESTING point upon claims to compensation under the Lands Clauses Acts arose in *Mercer v. Liverpool, &c., Railway Co.* (Times, 25th inst.), in which judgment was given this week by Lord ALVERSTONE, C.J. It is well settled that, with respect to the taking of land, the date of the notice to treat fixes the time at which interests are to be deemed to be stereotyped for the

purpose of assessing compensation; at any rate to this extent, that after that date it is not competent for the landowner, by creating new interests, to raise up against the promoters fresh claims to compensation. "It has been held over and over again," said MATHEW, J., in *Wilkins v. Mayor of Birmingham* (25 Ch. D., p. 80), "that from the time when the notice to treat has been served each party must abstain from altering his position. Any interest subsequently acquired by or from the person on whom the notice to treat has been served is not a subject for compensation." In general the principle acts fairly and prevents claims being manufactured simply for the purpose of obtaining compensation; but it also has its harsh side, as where it prevents a landlord from creating leases in favour of tenants who, but for the land being taken, would have undoubtedly continued in occupation: see *Ex parte Edwards* (12 Eq. 389). In the present case the question arose whether the same principle applied to claims for the injurious affecting of land which is not taken, where some land of the same owner is taken. In October, 1891, notice to treat was served upon A. with respect to land required for a railway. In February, 1892, A.'s agent verbally agreed to let to B. for 999 years for building purposes land on the opposite side of a street to the land to be taken, and in June, 1892, a lease was granted in pursuance of this agreement. Houses were built prior to October, 1892. In that month A. agreed to sell to the promoters the land included in the notice to treat for £23,000, which sum was to include compensation for all damage sustained by the vendor by severance and injurious affection of other property. This purchase was not completed till November, 1894. Meanwhile the works had proceeded, some streets had been lowered, and the access to B.'s houses had been permanently interfered with. B. claimed for the injurious affecting of her houses under section 68 of the Lands Clauses Act, 1845, and in the arbitration she was awarded £371 10s. Then the point arose whether, having regard to the date when her lease was created, and to the settlement with A., she was entitled to compensation at all. The Lord Chief Justice held that she was, and declined to extend to such a case the principle in question. Primarily, of course, the notice to treat is only concerned with the land to be taken, and it does not touch other lands which may be only injuriously affected. The creation of fresh interests in such lands is therefore not prohibited, and the persons entitled to such interests do not forfeit their rights against the promoters because the landowner has subsequently made an agreement purporting to cover severance and other damages. This only affects the lands which he retains at the date of the agreement.

IN THE CASE of *Driefontein Consolidated Mines v. Janson* (Times, 22nd inst.) the Court of Appeal have by a majority (A. L. SMITH, M.R., and ROMER, L.J.; VAUGHAN WILLIAMS, L.J., *diss.*) declined to extend to new circumstances the doctrine that public policy absolves an underwriter from fulfilling his contract of insurance with regard to the goods of an alien enemy destroyed in the course of war. The peculiar position of the plaintiff company would in any case have made the application to it of the doctrine depend purely upon legal fictions; and this was regarded by the Master of the Rolls as a strong reason for deciding in its favour. The Driefontein Consolidated Mines was a Transvaal company, established in the Transvaal under the law of the late South African Republic; but its constituent elements were either British or European, and it had a London office and a London committee of management. The shareholders, so far from being alien enemies, were in the main British subjects, and although the Transvaal Government just before the outbreak of war commandeered, and apparently profited by, their gold, a public policy which forbade them any remedy against the underwriters obviously required to be very carefully scanned. But assuming that the legal distinction between the company, which was a Transvaal corporation, and its constituent elements, which were largely British, was to prevail, there was still, as both the Master of the Rolls and ROMER, L.J., shewed, strong reason for not depriving the company of redress. Hitherto the principle in question has been applied only in cases where the loss has been incurred after the outbreak of hostilities. The relations

between the two countries are then finally declared, and it is arguable that it is against public policy to allow a person who has actually become an alien enemy and as such has suffered loss of his property by acts of war, to obtain indemnity. Though even in such a case, seeing that the action cannot be brought till the war is over, the alleged public policy is not clear. But, as ROMER, L.J., pointed out, it might prove extremely inconvenient if the same principle applied to loss of goods suffered before the war had broken out, at a time when it was only imminent. A war, however imminent, may after all be averted, and then a case such as the present might necessitate an inquiry by the courts into the intentions of a friendly nation, an inquiry which would be a matter of much delicacy. The judgment of the Court of Appeal avoids any such possibility, and very properly requires that an actual outbreak of war shall have preceded the loss, the consequences of which the underwriters wish to avoid.

THE DIFFICULTY of enforcing payment by married women of their just debts was greatly mitigated by the Married Women's Property Act, 1893, an enactment rendered necessary by the many ingenious evasions of previous statutes which, while affording protection to a married woman possessed of separate property from marital control over or interference with such property, and conferring upon her a limited power of making contracts as a *feme sole*, often enabled her to successfully defy creditors, on highly technical grounds certainly never contemplated by the Legislature. Any decision, therefore, tending to uphold the policy of the Married Women's Property Act, 1893, should be favourably regarded. Of this character is the judgment of the Divisional Court in the recent case of *Nunn & Co. v. Tyson, Jane Tyson, Claimant* (reported elsewhere), where it was held that a married woman who gives notice to the high bailiff of a county court that the goods about to be taken by him in execution of a judgment obtained against her husband are her separate property, and who subsequently, on the high bailiff taking out an interpleader summons, furnishes particulars of her claim under ord. 27, r. 4 (a), of the existing County Court Rules, has "instituted" proceedings within section 22 of the above Act, and is therefore liable under that section, should she fail to establish her claim, to have an order made against her for the "payment of the costs of the opposite party out of property which is subject to a restraint on anticipation." In view of the fact that, in interpleader proceedings in the county court, the action of the high bailiff, in taking out the interpleader summons, is a direct consequence of the claim originally made, and that, unless such claim be admitted or withdrawn he really has no option in the matter under ord. 27, r. 1 (b), of the existing County Court Rules, this decision does not seem to be unreasonable, though the point involved is, we think, by no means free from doubt.

THOUGH a total defect of jurisdiction on the part of a county court cannot, it seems, be cured by consent of the parties (*Jones v. Owen*, 18 L. J. Q. B. 8), there is no doubt that want of jurisdiction may, in some cases, be waived by the conduct of the applicant for a prohibition so as to disentitle him to that remedy. The recent case of *Alderson v. J. & J. W. Palliser* (reported elsewhere) well exemplifies this principle. It was there held, by a Divisional Court, that where leave to issue a judgment summons, in a case within ord. 25, r. 14, of the existing County Court Rules, is granted upon an affidavit, admittedly insufficient for the purpose, and an order for committal is ultimately made, the proceedings cannot be impeached, and a prohibition will not be granted, where it is clearly established that the defect in the affidavit has been waived by the party who might have taken objection thereto. This decision is in harmony with what was held in *Moore v. Gamgee* (38 W. R. 669, 25 Q. B. D. 244), and does not really clash with what was actually decided in *McIntosh v. Simpkins* (1901, 1 Q. B. 48), where the effect of waiver of jurisdiction was not in question, as there the defective affidavit was objected to at the proper time.

Lord Morris has been seriously ill, but is stated to be better.

REPRESENTATIONS BY BANKERS AS TO CREDIT OF CUSTOMERS.

THE DECISION of the Court of Appeal in *Hirst v. West Riding Union Banking Co. (Limited) and Hartley* (reported elsewhere) raises a question of great practical importance to bankers which has several times been the subject of litigation. It is a common practice for a customer of a bank, when he is asked to give credit to a stranger, to address an inquiry through his own bank to the stranger's bank as to the stranger's credit. Such an inquiry asks whether the person with regard to whom it is made is respectable and whether he is responsible up to a specified amount. The answer is treated as to some extent confidential as between the two banks, but it is well known that the bank making the inquiry in general makes it on behalf of a customer, and that the answer will be transmitted to the customer. The fact that the answer is confidential cannot therefore preclude this use of it. Should, however, the customer give credit on the faith of the answer, and should it turn out that the answer was false, so that the transaction results in loss, the question arises whether either the bank from which the answer came, or the official who actually gave the answer, is liable to make good the loss.

With regard to the bank, complete protection appears to be afforded by section 6 of Lord TENTERDEN's Act (9 Geo. 4, c. 14, now known as the Statute of Frauds Amendment Act, 1828). "No action," so runs the section, "shall be brought whereby to charge any person upon or by reason of any representation or assurance made or given relating to the credit of any other person, to the intent that such other person may obtain credit, money, or goods thereupon, unless such representation or assurance be made in writing, signed by the party to be charged therewith." The requirement that the signature must be the actual signature of the party to be charged corresponds with the enactment of section 1 of the same statute relating to acknowledgments of debts for the purpose of taking a case out of the Statute of Limitations, and the courts, adhering to the strict language of the Act, have held that signature by an agent is not sufficient. With regard to acknowledgments this was found to be productive of great inconvenience, and the Legislature interfered and by section 13 of the Mercantile Law Amendment Act, 1856 (19 & 20 Vict. c. 97), it was provided that an acknowledgment in writing by a duly authorized agent of the party chargeable should have the same effect as an acknowledgment signed by the party himself. But no corresponding amendment was made with respect to written representations as to credit, and the natural inference is that the Legislature deliberately approved in regard to these the construction which had been placed on Lord TENTERDEN's Act.

This consideration was noticed in the judgment of Lord COLERIDGE, C.J., in *Swift v. Jewsbury* (L. R. 9 Q. B. 301). There the plaintiff, who was a customer of the Sheffield and Hallamshire Bank, had requested the manager of the bank to inquire of the Cheltenham branch of the Gloucestershire Banking Co. whether R. was good for a bill for £2,937. The manager of the former bank wrote to the manager of the Cheltenham branch a letter asking in confidence his opinion of the respectability and standing of R., and whether he considered him responsible to the extent of £50,000. This sum was not mentioned by the plaintiff, but was inserted by the inquiring manager in his letter without special instructions. In general it may be presumed that bank managers keep more carefully to the actual inquiry they are requested to make. The answer sent by GODDARD, the manager at Cheltenham, and signed by him as manager, represented that R. was a landowner with a rent-roll of over £7,000 a year, and with large expectancies; and that he would not be likely to incur the liability named unless he was certain to meet the engagement. In reliance on this information the plaintiff took R.'s bill for £2,937, but before it matured R. became insolvent. The plaintiff sued both GODDARD and the registered public officer of the bank. The verdict of the jury was adverse to GODDARD, and it was found that the letter was written with the knowledge that it was untrue, and with the intention to mislead the parties who were making the inquiry. This finding of fact was not upset, and upon it GODDARD was held liable to make good

the plaintiff's loss. But, for the point now under consideration, the importance of the case lies in the decision as to the liability of the bank. Although the letter had been signed by GODDARD as agent for the bank, yet, by virtue of the statute, it was ineffectual to impose on the bank any liability. "This manager, GODDARD," said Lord COLERIDGE, "was not the mere instrument in the sense in which a pen is the instrument in the hand that writes: but he was a living instrument in the sense of an agent, and if he was an agent he was not the principal, and could not make those who were his principals liable as such." "In my opinion," said BRAMWELL, B., "the effect of the statute is this, that a man should not be liable for a fraudulent representation as to another person's means unless he puts it down in writing, and acknowledges his responsibility for it by his own signature." And he pointed out that it was no essential part of the business of a bank to answer questions such as those in controversy. "If this were a necessary thing for the purpose of the banking company carrying on their business, it might be otherwise; but it is not a necessary thing for the purpose of carrying on their business, it is no part of their business, it is a thing which can be done, and it is done, by bankers and their officers individually and personally."

The decision in *Swift v. Jewsbury* was naturally regarded as conclusive with respect to the liability of the defendant bank on the present occasion. The plaintiff HIRST, who is a wool stapler at Huddersfield, was engaged in business transactions with BLACKBURN & Co. (Limited). At his request the manager of his bank wrote to the defendant bank, who were BLACKBURN & Co.'s bankers, inquiring whether they were "respectable and trustworthy to the extent of £2,000 to £3,000," and also whether the company had issued debentures. To this inquiry the defendant HARTLEY, who was the manager of the defendant bank, replied: "Confidential. For your private use, and without any guarantee or responsibility on the part of this bank or the manager. Gentlemen, the parties inquired after are respectable, and appear to readily obtain credit for the amount you mention in the trade. The debentures are held privately.—Yours faithfully, R. B. HARTLEY." In reliance on this letter the plaintiff gave further credit to BLACKBURN & Co., and ultimately sustained loss to the extent of over £2,000, and to recover this he brought the action. The jury found that the representations contained in the first part of HARTLEY's letter were true, but that that in the second part was false. They did not expressly find that it was made fraudulently. These findings, however, did not affect the liability of the bank. The signature of the manager to the letter was not the signature of the bank, and consequently, upon the construction of Lord TENTERDEN's Act adopted in *Swift v. Jewsbury* (*supra*), there was no written representation as to the credit of BLACKBURN & Co. upon which the bank could be held liable. And it seems that the same result would follow in whatever way a signature were affixed purporting to bind a banking company. Physically it cannot be the signature of a company and a company cannot be held liable. It was pointed out, however, in *Swift v. Jewsbury* that a different principle prevails where a company takes the benefit of a fraud perpetrated by an agent, and it can be held liable: see *Barwick v. London Joint Stock Bank* (L. R. 2 Ex. 259). The answering of questions relative to the credit of customers, while convenient in practice, does not produce profit in this sense, and a banking company appears to be incapable of incurring liability in this respect.

With the unfortunate bank manager who signs the representation as to a customer's credit it is different, and for the present managers must assume that in dealing with such a matter they assume a very tangible liability. There is the point, indeed, that these letters purport to be confidential, and that there is no direct relation between the bank official who signs it and the customer of another bank by whom the information is ultimately used. In *Hosgood v. Bull* (36 L. T. 617) this point prevailed in favour of the bank manager, though the decision seems to be vitiated by an error as to the real practice with regard to these "confidential" letters. "The information," said CLEARY, B., "might be communicated by the Somersetshire Bank to one, two, ten, or twenty persons; but that would be quite immaterial to the Gloucester Bank, inasmuch as they did not give the information to the Somersetshire Bank for the purpose of its

being, or with any knowledge that it would be, communicated to any third person as their opinion of the responsibility in a pecuniary point of view of the individual as to whom the inquiry was made. It is only an intimation to the Somersetshire Bank of the opinion of the Gloucester Bank, upon which the former, if they thought fit so to do, might act, and which, it seems, they thought they were justified in communicating to a customer of their own."

Whether or no this statement was justified by the facts of the particular case, it is certain that bank managers, when they give information as to the credit of customers, are not in this state of ignorance as to the use which will be made of it. It is understood that it will be passed on to a customer, and that such customer may act in reliance upon it. Whether, even so, the relation of the bank manager who gives the answer to the customer of the inquiring bank is sufficiently close to make the former liable in an action at the suit of the latter is still perhaps not altogether clear; but, in the opinion of the Court of Appeal, the defendant HARTLEY was properly held liable, and the judgment against him was upheld. With reference to the statement that the debentures of BLACKBURN & Co. were "held privately," the fact appears to have been that the greater part were actually held by the defendant bank, so that the manager's letter was, to say the least of it, likely to mislead. The finding of the jury was based upon a strict view, and though fraud was not expressly found, yet the false statement, with the plaintiff's subsequent loss, account for the result of the case. It is obvious that all replies given by bank managers to inquiries of this nature should be couched, as we believe they usually are, in the most cautious language.

ADMINISTRATION OF ASSETS IN INSOLVENCY.

It must necessarily be a difficult matter to lay down the best rules for the administration of the assets of bankrupts, and of deceased insolvents, and of insolvent companies; but we cannot help thinking that it is rather a scandal that our own law on these matters should have been reduced to the very confused state in which we find it at present. We have recently had occasion to call attention to the fact that two different methods exist for administering the estates of deceased insolvents—one in the Chancery Division, and the other in Bankruptcy—and we now have occasion to point out that the cases of living bankrupts and insolvent companies present two more analogous cases, and that these four systems of administration have some points of similarity and some of distinction, which make the whole subject very confusing indeed.

The case of *Re Whitaker, Whitaker v. Palmer* (49 W. R. 106; 1901, 1 Ch. 9), decided by the Court of Appeal on the 8th of November, 1900, called attention to one point in the law upon this subject, and also called attention to the curious manner in which this department of law has been manipulated in recent years. The facts were very simple. A testator had executed a voluntary settlement, whereby he covenanted to pay £5,000 to the trustees thereof, and also covenanted to pay an annuity. He subsequently died insolvent leaving the £5,000 unpaid, and there was also something due in respect of the annuity. The creditors for value contended that the claims under these voluntary covenants ought to be postponed to their claims, according to the rule settled long ago in the administration of estates by the Court of Chancery. But this contention failed both before COZENS-HARDY, J., and on appeal, and it was held that the law was altered by section 10 of the Judicature Act, 1875. That section imports into Chancery administrations, and also into liquidations of companies, the Bankruptcy rules (1) as to the respective rights of secured and unsecured creditors, and (2) as to debts and liabilities provable, and (3) as to the valuation of annuities and future and contingent liabilities. VAUGHAN WILLIAMS, L.J., thought that the case before the court came under the first of these three clauses; RIGBY and ROMER, L.J.J., thought that it came under the second; but all agreed that the Bankruptcy rule for paying all provable debts *pari passu* was imported into Chancery administrations. RIGBY, L.J., speaking of the words of the Act, said: "I think they mean that whatever general rules are

in force in the Court of Bankruptcy for the time being with regard to debts and liabilities provable shall apply in the administration of insolvent estates in Chancery." The section had caused trouble upon many other points, and different judges had taken different views of it; so that cases were citeable in which a more limited effect was given to it. It was necessary to overrule two of these cases in order to arrive at the conclusion above mentioned, and they were pronounced overruled accordingly—namely, *Smith v. Morgan* (L. R. 5 C. P. D. 337, 28 W. R. Dig. 4) and *Re Maggi, Winehouse v. Winehouse* (30 W. R. 729, L. R. 20 Ch. D. 545).

We believe that this decision came rather as a surprise to the legal world; and when it was given we can well understand that it led to the contention which was raised before WRIGHT, J., on the 27th of March last in the case of *Re United Investment Corporation* (1901, 1 Ch. 950). There a judgment creditor of a company had served a garnishee order nisi upon a debtor to the company, and a petition to wind up the company had been presented before the order was made absolute, and the petition had resulted in a winding-up order. The liquidator contended that the debt had not been effectually garnished, and relied on section 45 of the Bankruptcy Act, 1883, and section 10 of the Judicature Act, 1875. The 45th section of the Bankruptcy Act, 1883, enacts that "where a creditor . . . has attached any debt . . . he shall not be entitled to retain the benefit of the . . . attachment . . . unless he has completed the . . . attachment before the date of the receiving order, and before notice of the presentation of any bankruptcy petition, &c.," and adds that "an attachment of a debt is completed by receipt of the debt." And the 10th section of the Judicature Act, 1875, imports into liquidations the same rules as to the respective rights of secured and unsecured creditors "as may be in force for the time being under the law of bankruptcy." The liquidator certainly had a good argument to present, and was able to show that in the case of the bankruptcy of an individual a garnishee order was ineffectual unless completed by actual receipt of the debt before the commencement of the bankruptcy: *Re Trehearns, Ex parte Ealing Local Board* (39 W. R. 116; C. A., Oct., 1890).

Nevertheless, the decision was against the liquidator. It had been decided in *Re Withernsea Brickworks* (29 W. R. 178, 16 Ch. D. 337; C. A., Dec., 1880) that the old section 87 of the Bankruptcy Act, 1869, depriving execution creditors of the fruits of execution, where the sheriff had notice of a bankruptcy within fourteen days, was not imported into the liquidation of companies by section 10 of the Judicature Act, 1875. And it had also been held in *Hasluck v. Clark* (47 W. R. 471; 1899, 1 Q. B. 699, C. A.) that section 45 of the Bankruptcy Act, 1883, was not applicable to the administration of the estate of a deceased debtor under section 125 of the same Act; and it had been held by CHITTY, J., in *Pratt v. Inman* (38 W. R. 200, 43 Ch. D. 175, Dec., 1889) that it was not applicable to the administration of estates in the Chancery Division. WRIGHT, J., therefore held that it did not apply to the liquidation of companies, and referred to *Re Stanhope Silktone Collieries Co.* (27 W. R. 561, 11 Ch. D. 161; Feb., 1879, C. A.), which settled the effect of a garnishee order before the Bankruptcy Act, 1883, and he declared that case to be still law notwithstanding section 45 of that Act.

We see in these decisions the natural result of such an enactment as section 10 of the Judicature Act, 1875. Instead of telling us what rules of bankruptcy are to be imported into liquidations and administrations of deceased debtors, it says that the rules relating to certain ill-defined matters are to be imported, and we thus find that different judges take different views of the scope of the measure, practitioners are unable to advise with confidence on any point which arises, judges of first instance find cogent authorities cited on both sides, and the Court of Appeal can only arrive at a decision by overruling some of the previous cases.

Mr. Justice Day having been taken ill on circuit, Mr. Justice Bigham has had to take his place at the Worcester Assizes. The charge of the Commercial List, which was to have been taken by Mr. Justice Bigham during the absence of Mr. Justice Mathew, has, says the *Times*, been taken over by Mr. Justice Phillimore for the present.

REVIEWS.

BOOKS RECEIVED.

Journal of the Society of Comparative Legislation. Edited for the Society by JOHN MACDONELL, Esq., C.B., LL.D., and EDWARD MANSON, Esq. New Series, 1901, No. 1. John Murray.

CASES OF THE WEEK.

House of Lords.

RAINE v. R. JOBSON & CO. 24th June.

MASTER AND SERVANT—EMPLOYERS' LIABILITY—DOCK—ACCIDENT TO WORKMAN IN A DOCK—REPAIRING SHIP—WORKMEN'S COMPENSATION ACT 1879 (60 & 61 VICT. C. 37), s. 7.

This was an appeal from an order of the Court of Appeal. The appellant sought to obtain compensation for the loss of her husband who was killed by an accident. The respondents, in whose employ the deceased was, were ship repairers, and hired a dry dock from the North-Eastern Railway Co. for the purposes of examining and cleaning a damaged steamship. While the examination and cleaning of the vessel was taking place, the deceased workman was directed to go ashore for some paraffin; and whilst he was walking along a plank connecting the ship and the dock, this plank tilted and he fell to the bottom of the dock, sustaining injuries from which he died. The county court judge and the Court of Appeal held that the deceased at the time of the accident was not employed on, in, or about a factory within the meaning of the Act. *Merrill v. Wilson* (1901, 1 Q. B. 35) and *Flowers v. Chambers* (47 W. R. 513; 1899, 1 Q. B. 142) were among the cases referred to.

THE HOUSE (EARL OF HALSBURY, L.C., and Lords MACNAGHTEN, SHAND, BRAMPTON, and LINDLEY) allowed the appeal.

The Earl of HALSBURY, L.C., in the course of his judgment, said the decision of the Court of Appeal ought to be reversed. Some difficulty has arisen from the way the Legislature had applied various Acts as ancillary to the Workmen's Compensation Act. I quite agree that it would appear from that Act of Parliament that it was not within the contemplation of that statute to deal with the relations of shipowners and sailors when engaged in their ordinary occupation. But although I quite agree that this was the true view of what this Act of Parliament had done, it seems to me that it would be an extraordinary consequence of that supposed omission that everything done in, upon, or near a ship was to be excluded from the Act of Parliament. It would be an extraordinary extension of that immunity, that because it happened to be a ship which was concerned it should be excluded from the Act of Parliament in general. I know of no rule which should make such a course necessary. There was here a firm, part of whose business consisted in the repair of ships. For that purpose they hired a dock. In the course of the employment they would clearly, within this Act, be bound to pay compensation in case of the death or injury of a workman; and the fact that it was the case of a ship is, to my mind, absolutely irrelevant. The respondents were at that moment the hirers of a dry dock. The plaintiff assumed that the ship was to be put into dry dock to be cleaned and repaired; and for the purpose of cleaning the external part of the ship had to be protected, and the dry dock was the ordinary machinery for doing so. This man was a hired labourer. He was sent from the ship to the land down a gangway. The gangway slipped and he was precipitated down and killed. Assuming a dock to be within the statute—and as to that by frank and proper admission this dock, under the Act, was a "factory" within the meaning of the statute, there was a man killed by an accident in the factory—which factory was a dock—and the accident happened in the course of his employment, while he was employed by the persons hiring the dock for the purpose of their trade. The dry dock was the ordinary piece of machinery of which the respondents were in occupation or had the use. Every element was satisfied by the facts of this case which was required to give the right to compensation. The other noble and learned lords concurring, the decision of the Court of Appeal was accordingly reversed.—COUNSEL, *R. J. Simey* and *H. A. Johnston*; *Rugg, K.C.*, and *E. Shortt*. SOLICITORS, *Charles H. Dodd*, for Dodd, West Hartlepool; *Wm. Hurd & Son*.

[Reported by C. H. GRAFTON, Barrister-at-Law.]

Court of Appeal.

HIRST v. WEST RIDING UNION BANKING CO. (LIM) AND ANOTHER. No. 1. 24th June.

FALSE REPRESENTATION—REPRESENTATION AS TO CREDIT OF ANOTHER—"SIGNED BY THE PARTY TO BE CHARGED"—COMPANY INCORPORATED UNDER THE COMPANIES ACTS—STATUTE OF FRAUDS AMENDMENT ACT, 1828 (9 GEO. 4, c. 14), s. 6.

Application by the defendants for judgment or a new trial in an action tried before Grantham, J., and a special jury at Leeds. The action was brought against the defendant bank and the manager of one of their branches to recover damages for alleged fraudulent misrepresentation as to the credit of a firm named William Blackburn & Co. (Limited), of Cleckheaton, whereby the plaintiff was induced to give credit to William Blackburn & Co. for goods supplied. It appeared that upon an inquiry being made in September, 1899, by the plaintiff's bankers from the defendant bank, who were William

Blackburn & Co.'s bankers, as to whether William Blackburn & Co. were respectable and trustworthy to the extent of £2,000 to £3,000, and whether the company had issued debentures or not, the manager of the branch stated in a letter signed by himself that the parties inquired after were respectable and appeared to readily obtain credit for the amount mentioned in the trade; and that "the debentures are held privately." At the trial the jury found that the representation contained in the first part of the letter was true, but that the representation contained in the second part of the letter was false in fact, and that the plaintiff was prejudiced by agreeing to take bills instead of cash. Judgment was accordingly entered for the plaintiff as against both defendants for the amount of damages assessed by the jury. The defendants appealed, the bank contending that they were not liable for the representation of their manager as to the credit of William Blackburn & Co., on the ground that under 9 Geo. 4, c. 14, s. 6 (commonly called Lord Tenterden's Act), the representation must be in writing signed by the party to be charged therewith, and that the signature of an agent would not do: *Swift v. Jewsbury* (22 W. R. 319, L. R. 9 Q. B. 301). It was contended on behalf of the plaintiff that section 6 of 9 Geo. 4, c. 14, did not apply to a limited company, as it was not possible for a company to "sign" a document in its own handwriting, and that therefore the common law applied, and the representation need not be in writing. Section 6 provides that "no action shall be brought whereby to charge any person upon or by reason of any representation or assurance made or given concerning the character, conduct, credit, ability, trade, or dealings of any other person" to the intent or purpose that such other person should obtain money or goods upon credit, "unless such representation or assurance be made in writing, signed by the party to be charged therewith." [No question of law arose upon the manager's appeal, which was dismissed.]

THE COURT (A. L. SMITH, M.R., VAUGHAN WILLIAMS and STIRLING, L.JJ.) allowed the bank's appeal, holding that the Act applied to a limited company, and that therefore the bank were not liable as they had not signed the letter.—COUNSEL, *Sir Edward Clarke, K.C., Sir Robert Reid, K.C., Montague Lush, and Compton; Tindal Atkinson, K.C., and Longstaffe.* SOLICITORS, *A. M. Bradley, for Berry & Berry, Huddersfield; Rowcliffe, Rawle, & Co., for Ramsden, Sykes, & Ramsden, Huddersfield.*

[Reported by W. F. BARRY, Barrister-at-Law.]

WAUDEY v. WAUDEY AND BOWLAND. No. 1. 21st June.

DIVORCE—COSTS—PETITION BY HUSBAND FOR DISSOLUTION OF MARRIAGE—NO SECURITY FOR WIFE'S COSTS—JURY DISAGREE AS TO WIFE'S ALLEGED ADULTERY—NEW TRIAL—RIGHT OF WIFE TO COSTS OF ABORTIVE TRIAL BEFORE THE SECOND TRIAL HAS BEEN HEARD—APPEAL FROM REFUSAL OF PRESIDENT TO ORDER COSTS—LOCUS STANDI OF CO-RESPONDENT ON SUCH APPEAL.

Application by the wife, the respondent in the matrimonial suit, from a decision of Jeune, P., who (*semble*) held that where a husband sued for dissolution of marriage on the ground of the wife's adultery, and no security was given for the costs the wife might incur, the wife was not entitled to be paid her costs if the trial proved abortive. The action was brought by the husband, who accused his wife of having committed adultery with the co-respondent Bowland. The wife denied the charge of misconduct on her part and charged her husband with cruelty and adultery. The co-respondent denied the charge against him. The husband denied the charge of cruelty and pleaded condonation as to one specific act of adultery. The jury at the trial intimated that they were unable to agree as to the alleged adultery of the wife with the co-respondent or as to the respondent having condoned the husband's adultery and cruelty which had been admitted during the trial by his counsel. They, however, expressed themselves as satisfied as to the petitioner's cruelty and adultery, but the learned President declined to take a verdict as to part of the case. The jury were accordingly dismissed. Subsequently an application was made on behalf of the wife for the costs of the abortive trial, and the matter having been fully argued judgment was reserved. On the 9th of May the President delivered judgment, holding that the application must be refused: see report, *ante*, p. 503. From that judgment the wife appealed, and gave notice to that effect to the co-respondent. Counsel having been heard in support of the wife's contention that an order for her costs of the abortive trial should be made, and should not depend on the result of the new trial, which if it resulted adversely to her would mean that she might never receive them, counsel for the co-respondent rose to address the court. He replied, in answer to a question from Romer, L.J., whether as co-respondent to the matrimonial suit he had any *locus standi* in the present proceedings, that his client had no interest in the question of costs, but he was deeply interested in the entering of the issues. His submission would be, on the authorities he desired to cite, that on the facts the husband could not possibly obtain the relief he sought.

THE COURT ruled that on such an application as the present the co-respondent could not be heard.

Counsel for the petitioner then submitted that no injustice had been done by the learned President's postponing the wife's application for costs. He had not finally ruled that she was not entitled to them. She had not needed assistance to bring her case to hearing. If the husband did not proceed to another trial, the wife would be entitled to ask for her costs as of a proceeding abandoned against her. If she was unable without assistance to proceed to another trial there was nothing to prevent her from applying to tax her costs against her husband in respect of such future trial. If at the next trial she succeeded, she would, unless some special circumstances prevented it, obtain her full costs of both trials. He asked, therefore, that the appeal should be dismissed on the ground that no cause for appealing had been made out by the appellant.

THE COURT dismissed the application.

A. L. SMITH, M.R., said this application was made on the alleged ground that the learned President had wrongly refused to order the wife's costs to be paid, and had in fact by his order probably deprived the wife of the costs of the abortive trial in any event. In the opinion of this court the judgment pronounced by the learned President had been misconstrued by the learned counsel who appeared for the wife. The President, as they read his judgment, had not absolutely decided the question, only postponed it. The jury in fact never gave a verdict and therefore there was no order to appeal from, nor was it contended that the President was not entitled to refuse to take the finding of a jury on some only of the issues that had been raised by the proceedings. The application failed.

VAUGHAN WILLIAMS and ROMER, L.JJ., concurred.—COUNSEL, *Barnard, for the respondent; Bagnall Deane, K.C., and Priestley, for the petitioner; Grazebrook, for the co-respondent.* SOLICITORS, *Long & Gardner; Higgs, Henley, & Sisset; Ridsdale & Son, for George Cromby & Sons, York.*

[Reported by MACKENZIE REID, Barrister-at-Law.]

ALMAN v. OPPERT. No. 2. 21st June.

PRACTICE—PARTICULARS—REASONABLE GROUND FOR BELIEF—DIRECTORS' LIABILITY ACT, 1890, s. 3.

This was an appeal from a decision of Day, J., in chambers and raised a question of some importance—namely, whether in an action under the Directors' Liability Act, 1890, where the defendant sets up the defence that he had reasonable ground for believing the statements in the prospectus to be true, he can be ordered to give particulars of the ground of his belief. Section 3 of the Act provides that every director or person who has authorized the issue of a prospectus shall be liable to pay compensation to all persons who shall subscribe for shares or debentures for damage sustained by reason of any untrue statement therein unless it is proved that he had reasonable ground to believe and did up to the time of the allotment believe that the statement was true. The action in the present case was brought by a number of holders of first mortgage debentures issued by a company called the Grosvenor Mansions Co. (Limited) against directors of the company claiming compensation under the Act in respect of alleged untrue statements contained in the prospectus on the faith of which the plaintiffs applied for their debentures. By their defence the directors said that they and each of them *bona fide* believed and still believed the statements in the prospectus to be true, and that they had reasonable ground for such belief. The plaintiff applied in chambers for an order for particulars as to the ground of the defendants' belief. The defendants contended that it would be impossible to give such particulars without disclosing the whole of their evidence. Day, J., refused the application. The plaintiff now appealed.

THE COURT (COLLINS and STIRLING, L.JJ.) allowed the appeal. COLLINS, L.J., said he thought that particulars ought to be given. The question raised by the defence was whether the defendants had reasonable ground for believing the statements in the prospectus to be true. The plaintiffs, who would have to dispute the assertion that the grounds of belief were reasonable, ought to know what those grounds were. The defendants who set up the grounds of their belief would have to prove that they were reasonable, and it would not be an unfair burden to throw upon them to call upon them to state what the grounds of their belief were. There might, perhaps, be some difficulty in stating what the grounds of belief were, but his lordship did not think the difficulty insuperable. There were other cases (such as, for instance, an action for malicious prosecution, where the defence was that there was reasonable and probable cause) in which particulars addressed to the state of mind of the person who had to give them were allowed, and all these cases could be dealt with without a study of authorities on metaphysics. There was no doubt underlying the giving of particulars the cardinal principle that a man could not be compelled to do that which was impossible, and if a defendant was unable to analyze the grounds of his belief he must say so.

STIRLING, L.J., agreed. The object of particulars was to enable the party asking for them to know what case he has to meet at the trial, and so to save unnecessary expense and avoid being taken by surprise. It appeared to his lordship to be perfectly possible to state in general terms the grounds of the defendants' belief, and in the present case he thought it was necessary that further particulars should be given beyond what were stated in the defence.—COUNSEL, *Montague Lush; Bremner.* SOLICITORS, *Haslam & Co.; Ashurst, Morris, & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re GIORGI, GIORGI v. WOOD. No. 2. 21st June.

MARRIED WOMAN—RESTRAINT ON ANTICIPATION—REMOVAL BY THE COURT—PAYMENT OF DEBTS INCURRED THROUGH EXTRAVAGANCE—CONVEYANCING ACT, 1881, s. 39.

This was an appeal from a decision of Cozens-Hardy, J., refusing to remove a restraint on anticipation in order to provide for payment of the debts of a married woman. The lady in question, who had lived for the last thirty years apart from her husband and had no children, had a total income of £1,800 a year. She had incurred debts to the extent of £6,500 through extravagant living. From her own affidavit it appeared that her debts were due to the fact that she had lived considerably beyond her means, that she had given away a great deal, and that she had lost money in speculative investments. It also appeared that the interest on the money she borrowed amounted to £440 per annum. She now proposed, in the event of the restraint on anticipation being removed, to insure her life for the sum of £7,000 the interest on which would amount to the sum of £380 and the premiums on the policy would amount to £500 per annum. It was urged on behalf of the applicant that this proposed arrangement was just what any prudent person unfettered by restraint would enter into. Cozens-Hardy, J., refused the application. The applicant now appealed.

THE COURT (COLLINS and STIRLING, L.J.J.) dismissed the appeal.

COLLINS, L.J., said: This is an appeal from a decision of Cozens-Hardy, J., on a matter of discretion under section 39 of the Conveyancing Act, 1881. The lady's income was subject to a restraint on anticipation. She was separated from her husband and had lived beyond her income. She had no children and was solely entitled to the property. There was nobody else interested in the fund except her next-of-kin. She had incurred debts to the extent of £6,500 partly by extravagant living and partly by speculative adventures which were called investments. An arrangement had been proposed for paying off the debts, and she now desired to have the restraint on anticipation removed for the purpose of carrying out the arrangement. It was suggested that the arrangement was one which any prudent man would adopt under the circumstances, and that therefore the court ought to sanction it. But his lordship thought that they ought not to lay down any principle as to the way in which the discretion was to be exercised, though one element in coming to a conclusion was the inception of the debts. The judge below did not think he ought to accede to the application, and it could not be said that he had exercised his discretion wrongly.

STIRLING, L.J., agreed. He was unable to see that the discretion had been wrongly exercised. The section required for its exercise that the court should be satisfied that it would be for the benefit of the married woman, and subject to that the Legislature had left it to the court to decide. The Legislature not having laid down any rules, it was not for the court to do so. Each case must be decided on its own merits. The debts in this case had been incurred by gross extravagance, and the court ought not to lay down that where a person incurs debts through extravagant living he or she can come to the court for assistance in paying off those debts. His lordship was by no means satisfied that the proposed arrangement was altogether for the benefit of the married woman or was within the section. On the other hand his lordship wished to repeat what he had often said before, that the word "benefit" ought not to be construed in a narrow sense. In the present case the discretion had been rightly exercised, and the appeal must be dismissed.—COUNSEL, *R. J. Parker; Romer*. SOLICITORS, *Pentifex, Hewitt, & Pitt*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—Chancery Division.

Re LONDON COUNTY COUNCIL. Ex parte Rev. J. J. H. S. PENNINGTON. Kekewich, J. 18th June.

PUBLIC BODY—MONEY PAID INTO COURT—REPAIRS TO CHANCEL—COSTS OF OPPOSING BILL IN PARLIAMENT.

This was a petition by the rector of St. Clement Danes for the sum of £500 to be paid out of court to himself, out of the investments representing a sum of £7,500 paid by the London County Council as compensation for the taking of a portion of the churchyard of St. Clement Danes in pursuance of the London County Council Improvements Act, 1899. The petitioner claimed to have £195 11s. 11d. of this sum applied in paying the costs of his opposition to the London County Council's Bill which subsequently became the Act in question and the remainder in paying for repairs to the chancel of the church, for which he was liable as rector of the parish. The evidence shewed that the total endowments of the church produced a sum of £120 a year, and that there was no rectory house, so that the rector had to rent a house to live in. In support of the petition reference was made to *Ex parte Rector of Claypole* (16 Eq. 574) and to *Re Ormerod's Settled Estate* (40 W. R. 490; 1892, 2 Ch. 318), and it was claimed that the rector combined in himself the positions of tenant for life and trustee, and was the only person who could oppose the Bill in the interests of the parish. On the part of the London County Council no opposition was offered to the petition.

KEKEWICH, J.—As regards the repairs to the chancel, I think there is sufficient authority in the case of *Ex parte Rector of Claypole*, and I have no difficulty as to the sum asked for being a proper one. I do not wish to cast the slightest doubt upon the decision of North, J., as to the Parliamentary expenses; he has said that there is jurisdiction to pay them. The money cannot be paid to the rector himself unless he has himself paid for the repairs first. There must therefore be produced a verified contract with someone by which the rector makes himself personally liable; and as regards the Parliamentary expenses, in order to save the cost of taxation the bill should be referred to a solicitor having Parliamentary experience.—COUNSEL, *S. O. Buckmaster; F. Thompson*. SOLICITORS, *J. C. & W. W. Isaacson; Blizard*.

[Reported by J. F. ISLEIN, Barrister-at-Law.]

Re ESTATE OF A. H. SYNGE. Kekewich, J. 18th June.

CONTEMPT OF COURT IN IRELAND—ORDER NOT PROPERLY SERVED—ATTACHMENT REFUSED.

Motion for leave to issue a writ of attachment against Alexander Hamilton Syngé for contempt of court, committed by disobeying an order of the Land Judge of the Chancery Division of the High Court of Justice in Ireland. Mrs. Eliza Davis, the applicant, being entitled to a charge upon a reversionary life interest of the respondent in certain real property in Wicklow, in 1889 presented a petition to the Land Court for the sale of the interest. In 1890 an order for sale was made, and on the 27th of March, 1899, a consequential order was made by the Land Judge for the respondent to lodge in court on oath all documents in his custody, power, or procurement relating to the property to be sold within ten days of the service of the order upon him. On the 24th of April of the same year a copy of this order was personally served upon him in the city of London. Having failed to obey this order,

he was on the 9th of June, 1899, served with notice of motion for attachment, and on 30th of June an order for attachment was made by the Land Judge. This order was subsequently stayed and ultimately set aside on the ground that there was no power to serve the order to lodge the deeds out of the jurisdiction of the Irish court. The applicant then applied to the Lord Chancellor of England, and on the 26th of March of the present year the order of the 27th of March, 1899, was enrolled (in accordance with the statutes 41 Geo. 3, c. 90 and 21 & 22 Vict. c. 72) in the Chancery Division of the English High Court. A copy of the order for enrolment was personally served on the respondent. For the applicant it was urged that after the enrolment of the Irish order it had precisely the same effect as if it had originally been made in England. On behalf of the respondent counsel argued that the procedure was mistaken, and that the Acts directing enrolment were not intended to provide a method of substituted service. The order had consequently not been served, and as jurisdiction to attach did not arise until ten days after service of the order there could now be no jurisdiction to make the order asked for.

KEKEWICH, J.—The Act of 1858 extends the statute of George III. to such cases as the present. We therefore turn to the latter statute, merely reading it as so extended. It provides for the enrolment of orders of a certain kind, and then that the "Lord Chancellor, Lord Keeper, or Lords Commissioners for the Great Seal of England . . . shall cause process of attachment and committal to issue against the person of the party against whom such order or decree shall have been made respectively in order to enforce obedience to and performance of the same as fully and effectually to all intents and purposes as if such order or decree had been originally pronounced in the said Court of Chancery in England." The cases cited to me shew that the court has not been reluctant to exercise the jurisdiction conferred by directing enrolment and attachment. Nowadays no attachment issues except upon notice of motion. What we have to see is that the order now asked is properly made as to enforce obedience to or performance of this Irish order. It is admitted that the service of the order was not justified by the practice of the High Court in Ireland. There is no disobedience to the order when it has not been properly served. Motion dismissed with costs. Leave to appeal granted.—COUNSEL, *Buckmaster; P. O. Lawrence, K.C., and E. Ford*. SOLICITORS, *H. G. Campion & Co.; Hilbery*.

[Reported by J. F. ISLEIN, Barrister-at-Law.]

High Court—Probate, &c., Division.

"THE SWINDON." Jeune, P., and Barnes, J. 18th May: 14th June.

ADMIRALTY—JURISDICTION OF COUNTY COURT—"TRIMMING BOARD" COMMITTEE—COAL TRIMMERS' UNION.

This was an appeal from the County Court of Glamorganshire, holden at Cardiff on the 11th of January, 1901. The plaintiffs were Messrs. Millers & Cory, of Cape Verde Islands, and claimed for work done in trimming 2,948 tons of coal at 3d., amounting to £42 19s. 10d., and for 2,843 tons at 2d., amounting to £32 11s. 6d. The defendants were the Swindon Steamship Co., and owned the steamship *Swindon*. The case was really brought by the Trimmers' Union, and raised a question of considerable interest to the shipping community inasmuch as the jurisdiction of the county court and the Trimming Board Committee of the Trimmers' Union were brought into conflict. The facts were as follows: The steamship *Swindon* is a steel screw steamship of 5,750 tons, and is known as a "self-trimmer"—that is, she is so constructed as to the size of her hatches and the height of her deck above the level of her coal when laden down to her load-line as to save labour in getting her coal horizontal. The tariff rate for loading a vessel varies according to whether a vessel is a self-trimmer or not, and in the case in question the Trimming Board on the 24th of April, 1900, held that *The Swindon* was a "self-trimmer." On the action above referred to being brought in the county court the judge held that the question was one entirely of law, and that the county court was seized of the jurisdiction, and not the Trimming Board, and judgment was given for the plaintiffs for £66 7s. 1d. with costs. The defendants appealed, and it was contended on their behalf that inasmuch as the respondents had agreed to accept the tariff rate of the port under paragraph 4 of the charter-party of the 17th of March, 1900, they had agreed to allow the authorities of the port to determine what the rate should be, for if the county court was to take a ship out of the board's classification the tariff itself would be thereby upset. For the respondents it was contended that the tariff rate had no legislative or contractual effect whatever, but was merely an arrangement to avoid disputes.

BARNES, J., in delivering the judgment of the court, said: This is an appeal from the decision of the county court judge at Cardiff holding the plaintiffs entitled to recover from the defendants the sum of £66 7s. 1d. for the expense of trimming a cargo of coal in the steamship *Swindon* at Cardiff in April, 1900. *The Swindon* was chartered by her owners, the defendants, to the plaintiffs by charter-party of the 17th of March, 1900, to load at Cardiff, Penarth, or Barry a cargo of coal for St. Vincent, Cape Verde Islands, at 10s. 3d. per ton freight, which was to be in free of trimming and certain other charges, and the charter-party provided that the cargo was to be trimmed by men appointed by the charterers at the tariff rate of the port. The vessel was loaded with a cargo of coal at Cardiff under the charter-party in April, 1900, and almost 1,350 tons were trimmed by the trimmers. The trimming was paid for by the plaintiffs, and their case was that they were entitled to be paid by the defendants the above-mentioned sum of £66 7s. 1d., being the tariff rate of the port at 2d. per ton, for trimming the cargo of the said vessel, treating her as a one-decked vessel. The defendants' counterclaim was that the vessel had been held by the Trimming

Committee, a board at Cardiff, to be what is termed a "self-trimmer," and that all that they were bound to pay was the sum of £30 3s. 3d., which is at the rate of 1½d. per ton fixed by the board; and they paid this sum into court. It was admitted that, if the vessel was to be treated as a self-trimmer, the defendants had paid enough into court, but that if the vessel was not to be treated as a self-trimmer, the plaintiffs were entitled to succeed. The county court judge held upon the evidence given before him that the vessel was not a self-trimmer, and that the Trimming Board had not jurisdiction to hold that she was. The first point is whether the parties are bound by the decision of the committee of the Trimming Board. The only stipulations between the parties are those referred to in the charter-party, the effect of which is that the defendants have to pay for the trimming at the tariff rate of the port. The question, then, is, what was the tariff rate of the port for this vessel? The trimming tariff has been arranged between the coal shippers and the Cardiff, Penarth, and Barry Coal Trimmers' Union as in the little book which was before the court. This provides in the first instance that on and after the 15th of December, 1890, the charges for trimming coal and coke on board sailing and steam vessels within the port of Cardiff would be in accordance with certain scales set out therein, and the charge in the scales for *The Swindon*, treating her as a one-deck vessel, is 2½d. per ton. It appears that after the tariff had been in existence for some years vessels denominated self-trimmers came into use, and then a further agreement was made. That agreement is to be found on p. 7 of the tariff book, and is as follows: "It is hereby agreed by and between the undersigned representatives of the coal shippers and of the Cardiff, Penarth, and Barry Coal Trimmers' Union that supplemental to the terms of the tariff arranged and bearing date the 15th of December, 1890, in respect of steamers denominated self-trimmers that rates shown on attached schedule, being those now paid, shall apply to steamers already known as frequenting the port, and that such steamers shall be classified according to the rates paid into groups, and any new steamers or boats not included in this list, but which may be of the same type as regards the work involved in trimming, shall be included in the corresponding group." The book then gives a list of self-trimming steamers with the charges opposite each, and has at p. 27 the following clause: "The charges for any self-trimmers not included in this list must be fixed by the Disputes Committee." It is under these provisions that the defendants contended that, the Trimming Board having held that the vessel is a self-trimmer, and that the rate to be paid was 1½d., they, the defendants, are liable for no more. How the matter came before the Trimming Board is not very clear. It would seem that the trimmers demanded of the plaintiffs the higher rate as if the vessel were not a self-trimmer, and, according to some of the witnesses, the master of the vessel told the trimmers to go on at the usual rate. All that is to be found from the evidence with regard to the matters coming before the board is that the owners appear to have applied to the committee called the Trimming Board to have *The Swindon* held to be a self-trimmer, and it seems to have been assumed in argument that, if the board had jurisdiction under the provisions aforesaid to decide this matter, the tariff rate has been properly paid by them at 1½d. per ton for *The Swindon*, and the case was argued before us really upon the construction of the clauses of the tariff book above mentioned. The county court judge's opinion is contained in the following passage: "After considering it before, and considering it again to-day, I can see it is clear (I have not the slightest doubt about it) that, in the event of any question arising as to the proper classification of such steamer, or any other question which affects the application of the tariff generally, on the best consideration I can give to it, that only means what rate is to be paid, and, before the Trimming Committee can determine what rate is to be paid, somebody, and not the Trimming Committee, must determine in the case whether a vessel is denominated a self-trimmer or not." We are of opinion that he is right. The tariff book gives rates for vessels generally, and these contain the above-mentioned clause about self-trimmers, which may be considered as exceptions from the general rates. Certain vessels are specified as "self-trimmers," and such steamers are to be classified according to the rules into groups, and then any new steamers or boats not included in the list, but which may be of the same type as regards the work involved in trimming, shall be included in the corresponding group, but all that the committee have power to decide is any question as to the proper classification of such steamer. There is no clear and definite wording which gives the committee power to say whether the vessel is a "self-trimmer" or not, but their powers appear to be confined to fixing the rate for a vessel which is a "self-trimmer." This may be inconvenient, and it certainly seems desirable that such questions relating to contentions as are necessary to be determined in such a case should be decided by a committee of experts, but, according to our reading of the rules, the decision of what is a self-trimmer has not been left to the committee. The wording of the clause on p. 27 also justifies these views. Grounds were urged before us for holding on the one hand that it was, and on the other hand that it was not, intended that the committee should have the power contended for by the defendants. Whatever the intention may have been, we cannot go beyond the tariff rules themselves. We do not consider that the words "any other question which affects the application of the tariff generally" gave the power contended for by the defendants. Having regard to the collocation and the fact that the powers connected with new steamers had been already dealt with, and that this general clause may have effect given to it in relation to other points in the tariff, we cannot consider that it was intended to confer a power which had not been expressly conferred when any new self-trimmers were being dealt with. The judge of the court below had then to determine whether in fact the vessel was a "self-trimmer." We see no ground for differing from him, having regard to the evidence given. The plaintiffs gave

evidence to the effect that the vessel required as much trimming as any ordinary vessel, and the defendants attempted to meet this by certain evidence as to the loading of a sister ship on a special occasion, which the county court judge has dealt with fully in his judgment. Whether or not a vessel is a "self-trimmer" appears to be a question of degree, and the defendants do not appear to have given any adequate evidence as to what constituted a "self-trimmer" or made any attempt to give evidence of sizes of hatches, details of constructions, or to properly compare *The Swindon* with other vessels which are treated as "self-trimmers." Whatever might have been the result if such evidence had been given, we are of opinion that, upon the evidence which was before the court in the present case, the vessel has not been brought within the part of the tariff which relates to "self-trimmers," and the ordinary tariff rate contended for by the plaintiffs must be paid. The appeal must be dismissed with costs.

JEUNE, P., on the application of the appellants, gave leave to appeal on the question of law.—COUNSEL, *Abel Thomas, K.C., and Montague Lush; Eldon Banks, K.C., and Bailhache.* SOLICITORS, *Botterell & Roche, for Vaughan & Roche, Cardiff; Downing, Bolam, & Co, for Downing & Handcock, Cardiff.*

[Reported by GWYNNE HALL, Barrister-at-Law.]

High Court—King's Bench Division.

ALDERSON v. J. & J. W. FALLISER. Div. Court. 21st June.

COUNTY COURT—PRACTICE—PROHIBITION—WANT OF JURISDICTION—ORDER FOR COMMITTAL—WAIVER OF OBJECTION—R. S. C. XXV. 14a.

Appeal by the defendants from a decision of Bucknill, J., at chambers, refusing to order a writ of prohibition to issue to the judge of the Penrith County Court. The plaintiff had obtained in the county court judgment against the defendants for £15 7s. 4d., and on the 7th of December, 1900, the judge made an order that this sum should be paid by instalments. The order not having been complied with, in March, 1901, the plaintiff applied for leave to issue a judgment summons. Neither of the defendants dwelt, or carried on business, or was employed within the district of the county court, and the case came, therefore, within ord. 25, r. 14a, of the County Court Rules, which provides that: "Where a debtor does not dwell, or carry on business, and is not employed within the district of the court in which the judgment was obtained, the summons shall not be issued from that court without leave of the judge. The application for leave shall be made upon affidavit according to the form in the appendix, and leave shall not be granted unless the judge is satisfied that the evidence afforded by such affidavit, if uncontradicted, would justify the making of an order of commitment against the debtor." Leave to issue the judgment summons in the present case was applied for on an affidavit which was admittedly insufficient, in view of the decision in *McIntosh v. Simpkins* (1901, 1 Q. B. 487), to satisfy the rule. The judge having, however, made an order for committal, the defendants applied for a writ of prohibition, which was refused by Bucknill, J., at chambers, on the ground that the defect in the jurisdiction of the county court judge had been waived by the defendants partly by a letter written by their solicitors after the judgment summons was issued, and partly by certain statements in a joint affidavit by the defendants in answer to the summons. For the defendants it was argued that, the defect being apparent on the face of the proceedings, it was not such a defect as could be waived: *McIntosh v. Simpkins* (1901, 1 Q. B. 487), *Farguharson v. Morgan* (1894, 1 Q. B. 552). Counsel for the respondent having cited *Moore v. Gamgee* (25 Q. B. D. 244), was stopped.

THE COURT dismissed the appeal.

RIDLEY, J., said the question was whether the dismissal of the application for a writ of prohibition by Bucknill, J., ought to be affirmed. It was not seriously disputed that if the defect of jurisdiction could be waived it had been waived. The difficulty arose from the decision given in *McIntosh v. Simpkins*. Counsel for the defendants had relied on that case, more particularly upon a passage in the judgment of Collins, L.J., which appeared in the report of the case in the *Law Times Reports* (vol. 48, p. 21), though it did not appear in the *Law Reports*. The county court judge had power under the statute and under the County Court Rules to commit upon certain conditions. By the County Court Rules, ord. 25, r. 1, it was provided that in such a case as the present a judgment summons should not issue without leave; and that "the application for leave shall be made upon affidavit according to the form in the appendix, and leave shall not be granted unless the judge is satisfied that the evidence afforded by such affidavit, if uncontradicted, would justify the making of an order of commitment against the debtor." The Debtors Act, 1869, gave the court power to commit subject to the provisions contained in the Act and subject to the prescribed rules. In this case the affidavit did not contain the particulars contained in the prescribed form. But there were circumstances from which a waiver of this defect by the defendants ought to be inferred if there could be such a waiver. When *McIntosh v. Simpkins* was before the Court of Appeal this question was not before the court. The question there was whether the affidavit was sufficient, and, in dealing with that question, the Master of the Rolls stated that in his opinion the proceedings were wrong *ab initio*, and on that ground the prohibition should stand, and it would appear that Collins and Romer, L.J.J., agreed that there was a failure of jurisdiction *ab initio*. Assuming that the case was one in which the proceedings could be said to be wrong *ab initio*, that was because a condition precedent had not been fulfilled, not because it was a case in which there never could be jurisdiction. Speaking for himself, he thought the better view was that it was competent to the person concerned to waive the benefit of such a condition precedent; and

that if there was evidence that the condition was waived the writ of prohibition should be refused. The case was, however, not free from difficulty, and was one in which it was desirable that there should be an opportunity of taking the opinion of the Court of Appeal.

BIGHAM, J., delivered judgment to the same effect.—COUNSEL, *Lowenthal; Whately*. SOLICITORS, *Goldman*, for *A. V. Hammond*, Bradford; *Bower, Cotton, & Bower*, for *Scott & Allan*, Penrith.

[Reported by ERSKINE REID, Barrister-at-Law.]

MATTHEWS v. STRACHAN. Div. Court. 20th June.

LOCAL GOVERNMENT—PUBLIC HEALTH—POWERS OF LOCAL AUTHORITY—DRAINAGE OF NEW BUILDING—SURVEYOR'S REPORT—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), s. 25.

In this case a question arose as to the extent of the powers conferred upon local sanitary authorities by section 25 of the Public Health Act, 1875. That section enacts as follows: "It shall not be lawful in any urban district newly to erect any house, or to rebuild any house which has been pulled down to or below the ground-floor, or to occupy any house so newly erected or rebuilt, unless and until a covered drain or drains be constructed, of such size and materials, and at such level, and with such fall as on the report of the surveyor may appear to the urban authority to be necessary for the effectual drainage of such house; and the drain or drains so to be constructed shall empty into any sewer which the urban authority are entitled to use, and which is within one hundred feet of some part of the site of the house to be built or rebuilt; but if no such means of drainage are within that distance, then shall empty into such covered cesspool or other place, not being under any house, as the urban authority direct. Any person who causes any house to be erected or rebuilt or any drain to be constructed in contravention of this section shall be liable to a penalty not exceeding fifty pounds." The appellant proposed to erect a house in Lyon-road, Harrow. Two sewers had been laid by the urban district council of Harrow in Lyon-road, each of which was within 100 feet of the site of the house. One was for the reception and conveyance of surface water only, the other for the reception and conveyance of sewage only. Before erecting the house the appellant deposited plans of it in accordance with bye-laws made under section 157 of the Public Health Act, 1875. The council's surveyor made a report to the council that the requirements for the effectual drainage of the house were: (a) One main drain of not less than 4in. internal diameter, for conveying sewage only, to be connected to the council's sewage sewer; (b) one main drain of not less than 4in. internal diameter, for conveying surface water only, to be connected to the council's surface water sewer. The council took into consideration and, after considerable discussion, passed a resolution approving the appellant's plan, subject to the requirements contained in the above report as to the drainage of the house being carried out. Upon the following day the respondent, the clerk to the council, wrote to the appellant enclosing a copy of the surveyor's report and calling upon the appellant to lay the drains in accordance with that report. The appellant did not lay two drains as required by the notice and report, but one only in the manner shown in his deposited plans. An information was therefore laid before justices by the respondent against the appellant charging him with an offence under section 25. The council's surveyor was called as a witness before the justices. He admitted that the drain laid by the appellant would have been perfectly effectual if there had been only one sewer in Lyon-road, and that his reason for reporting that separate drains ought to be laid, one for sewage only and one for surface water, was that it was desirable, with a view of facilitating the ultimate disposal of sewage by the council, that sewage only should be discharged into the sewage sewer, and surface water only into the surface water sewer, and that there were separate sewers for sewage and for surface water in Lyon-road. The justices held that they had no power to question the reasonableness of the requirements for the effectual drainage of the house, and convicted the appellant. It was contended on behalf of the appellant that the council having considered what was suitable for the inhabitants at large, and not having confined themselves to what was necessary for the effectual drainage of the house, had exceeded their power, and that the conviction was therefore bad. On behalf of the respondent it was contended that the discretion of the council could not be interfered with. *Smith v. Chorley Rural Council* (1897, 1 Q. B. 678) was relied on.

THE COURT (RIDLEY and BIGHAM, JJ.) allowed the appeal.

RIDLEY, J., said that the surveyor's report, upon which the council appeared to have acted, was founded on a misconception, and the surveyor in making it had gone beyond the powers conferred by section 25 of the Public Health Act, 1875. The section contemplated only the effectual drainage of the house, and the local authority could not go beyond that and consider what was for the benefit of the inhabitants at large. No liability could be thrown upon the owner in regard to such matters except as a ratepayer.

BIGHAM, J., said that section 25 empowered the local authority to take into consideration certain matters, and certain matters only, for the purpose of satisfying themselves whether the drain proposed was effectual for draining the house—namely, the size, material, level, fall. If matters beyond the requirements of the section were asked for, it was in effect asking the owner of the house to subscribe to a general system of drainage. That was not the intention of the Act.—COUNSEL, *McGill, K.O.*, and *A. F. Jenkin*; *Macmorran, K.O.*, and *S. G. Lushington*. SOLICITORS, *Burgess & Taylor*; *Fishers*.

[Reported by C. G. WILBRHAM, Barrister-at-Law.]

THRELKELD v. SMITH. Div. Court. 17th June.

LARCENY—PERSON FOUND IN POSSESSION OF DEER KILLED BY HIM OUTSIDE FOREST—LARCENY ACT, 1861 (24 & 25 VICT. c. 96), ss. 12, 14.

That was a case stated by the justices for the county of Westmorland. The question for the court was whether the appellant had been rightly convicted under section 14 of the Larceny Act, 1861. That section enacts that: "If any deer . . . shall be found in the possession of any person . . . and such person, being taken or summoned before a justice of the peace, shall not satisfy the justice that he came lawfully by such deer . . . he shall be liable on conviction to a fine. From the facts stated it appeared that a Mr. Hasell was the lord of the barony of Barton and was the owner of the forest of Martindale, which is unenclosed, and in which he kept a herd of wild deer. The Earl of Lonsdale, the lord of the manor of Bampton, which adjoins the barony of Barton. The appellant was a tenant of Lord Lonsdale, and on the 18th of February, 1901, shot one of Mr. Hasell's deer whilst it was in the River Lowther, in the manor of Bampton, and took it to his farm, where he hid it. Some days later the police found the hidden deer. At the spot where the deer was killed the right of shooting was in Lord Lonsdale, and the appellant had no authority from him to kill the deer. On behalf of the appellant it was contended (1) that the deer was *feræ naturæ* and that anyone might seize and keep such animals, being *feræ naturæ*, which have escaped from captivity, and therefore there could be no larceny of the deer; (2) that sections 12 and 13 of the Larceny Act, 1861, did not apply, as the deer when killed was neither in the enclosed nor in the unenclosed part of the forest chase or purlieu; and that therefore the appellant had committed no offence against either the common law or statute law. The magistrates, however, were of opinion that the appellant had not satisfied them that he had come lawfully by the deer, because (1) he had not shown that he had the right of shooting on the common in the manor of Bampton, and (2) that he had unlawfully killed a deer "kept" in the enclosed part of a forest chase or purlieu within the meaning of section 12 of the Larceny Act, 1861, there being a difference between the word "kept" and the word "being" and they accordingly convicted him.

THE COURT (RIDLEY and BIGHAM, JJ.) allowed the appeal.

RIDLEY, J., in giving judgment, said the question for the consideration of the court depended upon the construction of sections 12 and 14 of the Larceny Act, 1861. Previous to that Act it had been lawful to kill animals outside certain boundaries, and he, the learned judge, did not think the Legislature intended to extend the owner's rights within the forest outside the purlieu. "Unlawfully," in section 12, meant within the boundaries. The words "kept or being in a forest" related to animals which are kept in the forest, or which have added themselves to the animals kept there. The word "lawfully" in section 14 is used in the same sense as in section 12. The magistrates were therefore wrong, and the conviction would be quashed.

BIGHAM, J., in delivering judgment to the same effect, said section 14 created no fresh offence, but meant that if the person charged showed that he had not committed an offence under section 12 he should be acquitted. Section 12 does not refer to any acts done outside the purlieu of the forest, but to an act done within the forest, and to some animal kept within the forest. Appeal allowed.—COUNSEL, *Shepherd Little; Danckwerts, K.O.* SOLICITORS, *Edwards & Sons*, for *Scott & Allan*, Penrith; *Pitchforth, King, & Heelis*, for *Bleaymire & Shepherd*, Penrith.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

POLL v. DAMBE. Div. Court. 14th May; 13th June.

SHIPPING—SEAMAN—MERCHANT SHIPPING ACTS—OFFENCES—PERSUADING SEAMAN TO DESERT FROM FOREIGN SHIP—MERCHANT SHIPPING ACT, 1894 (57 & 58 VICT. c. 60), s. 236, SUB-SECTION 1.

This was a case stated by the stipendiary magistrate for the County Borough of Cardiff for the opinion of the High Court upon a question of law arising upon an information preferred by the respondent against the appellant under the Merchant Shipping Act, 1894 (57 & 58 VICT. c. 60). The respondent was the master of the Russian ship *Lennox*, which at the time of the alleged offence was lying at the West Dock at Cardiff. The *Lennox* was not registered or owned in the United Kingdom, and was not a British ship, but a foreign ship. On the 25th of December, 1900, one Johannes Pilder, who was then a foreign seaman lawfully engaged on the *Lennox*, met the appellant Poll, a boarding master living at Cardiff. At this interview the appellant persuaded Pilder to desert from the *Lennox* and to join another ship where he would receive better wages. Pilder did then desert from the *Lennox*, and on the following day was taken to the railway station at Cardiff by the appellant, who, after providing him with a ticket, saw him leave the station in a train for Bristol in the company of five other sailors and an agent of the appellant. Pilder was subsequently arrested, on a warrant, as a deserter from the *Lennox*. Upon the hearing of the information charging the appellant, under section 236 of the Merchant Shipping Act, 1894, with having unlawfully persuaded Pilder to desert from his ship, it was contended on behalf of the appellant that the magistrate had no jurisdiction to hear and determine the case, the offence being charged in respect of a foreign seaman engaged on a foreign ship, and that by sections 260 and 261 of the Merchant Shipping Act, 1894, Part II. of the Act (under which head the section creating the offence is classified), section 236 was restricted in its application to those ships mentioned in those sections—viz., sea-going ships registered in the United Kingdom and sea-going British ships registered out of the United Kingdom. The magistrate was of opinion that section 236 was applicable to foreign ships, that the words "his ship" in that section were as general as the words "any ship in the

United Kingdom" in section 111, and that, as both sections were classified under Part II. of the Act, the present case was governed by *Reg. v. Stewart* (80 L. T. R., p. 660). He therefore convicted the appellant and fined him £5 and costs, but stated this case for the opinion of the High Court. By section 236, sub-section 1, of the Merchant Shipping Act, 1894, it is provided that "If a person by any means whatever persuades or attempts to persuade a seaman or apprentice to neglect or refuse to join or proceed to sea in or to desert from his ship or otherwise to absent himself from his duty, he shall for each offence in respect of each seaman or apprentice be liable to a fine not exceeding ten pounds."

THE COURT (Lord ALVERSTONE, O.J., and LAWRENCE and PHILLIMORE, J.J.) in a reserved and written judgment, allowed the appeal, and held that the appellant was not liable to conviction under the above section. Sub-section 1 applies only to British ships and does not make it an offence to persuade a seaman to desert from a foreign ship. The conviction would be quashed. Judgment for appellant.—COUNSEL, *Bailhache*; *H. Sutton*. SOLICITORS, *Riddell & Co.*, for *J. H. Jones*, Cardiff; *Hier Jacob*, for *H. M. Rees*, Cardiff.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

NUNN & CO. v. TYSON. JANE TYSON, Claimant. Div. Court. 21st June.

MARRIED WOMAN—SEPARATE ESTATE—RESTRAINT ON ANTICIPATION—CLAIM BY WIFE TO GOODS RELIED ON FOR HUSBAND'S DEBTS—COSTS—"PROCEEDINGS INSTITUTED"—MARRIED WOMEN'S PROPERTY ACT, 1893, c. 63, s. 2.

Appeal by the plaintiffs in the action from a decision of the judge of the Hereford County Court refusing to make an order against the claimant, Jane Tyson, under section 2 of the Married Women's Property Act, 1893, under the following circumstances. The plaintiff company had obtained judgment in the county court against the claimant's husband, and put in execution on certain goods believed to be his property. The claimant thereupon made a claim to the goods in writing in accordance with ord. 27, r. 1, of the County Court Rules, which claim was addressed and sent to the registrar of the county court, who was also the high bailiff. The high bailiff in due course took out an interpleader summons; and under ord. 27, r. 4 (a), of the County Court Rules the claimant furnished particulars of her claim, whereby she claimed the return of the goods and £50 damages against the appellant company and the high bailiff. On the trial of the interpleader issue, in which the claimant was plaintiff, she failed to make out a title to the goods, and judgment was given against her. Section 2 of the Married Women's Property Act, 1893, provides that "In any action or proceeding now or hereafter instituted by a married woman, or by a next friend on her behalf, the court before which such action or proceeding is pending shall have jurisdiction by judgment or order from time to time to order payment of the costs of the opposite party out of property which is subject to a restraint upon anticipation, and may enforce such payment by the appointment of a receiver and the sale of the property or otherwise as may be just." The appellant company applied under this section for an order for payment of the costs of the proceedings out of the property of the claimant, which was subject to a restraint upon anticipation, and for the appointment of a receiver, but the application was refused on the ground that it was not a case in which proceedings had been instituted by the claimant within the meaning of the section above cited. Hence the present appeal by the company. In the course of the argument the following cases were cited: *Hood Barrs v. Cathcart*, (1894, 3 Ch. 376), *Temple v. Temple* (63 L. J. Q. B. 556), *Moran v. Place* (1896, P. 214), and *Hood Barrs v. Heriot* (1897, A. C. 177).

THE COURT (RIDLEY and BIGHAM, J.J.) allowed the appeal.

RIDLEY, J., said he thought that the institution of the proceedings did not commence with the taking out of the summons by the high bailiff, but with the notice sent by the claimant. The case of *Hood Barrs v. Heriot* did not conclude this case, for all that was decided there was that a defendant who unsuccessfully appealed against a decision did not thereby institute proceedings. *Moran v. Place*, relied on by the respondent, decided that a woman who had entered a caveat in respect of a will had not thereby instituted proceedings, but there the lady claimed nothing, but merely asked that if anything was done to set up the will she should have notice. The instituting of proceedings there was what was subsequently done. Here the lady claimed the goods as her property, and gave the bailiff notice to that effect. If the execution creditor had admitted her claim she would have obtained possession of the goods. Therefore by this act she instituted proceedings to establish her claim. It could not be said that the summons that had to be taken out when the lady's claim was challenged was the instituting of the proceedings. The county court judge was wrong in not making the order asked for.

BIGHAM, J., gave judgment to the same effect.—COUNSEL, *H. Herford*; *Houston*. SOLICITORS, *H. J. Mannings*; *Wilmer & Reeves*, for *W. J. Fickin*, Berkhamstead.

[Reported by ERSKINE REID, Barrister-at-Law.]

DAVIDSSON v. HILL AND OTHERS. Div. Court. 16th May; 20th June.

NEGLIGENCE—JURISDICTION—ALIEN—DEATH ON HIGH SEAS BY NEGLIGENCE OF BRITISH SUBJECT—ACTION FOR DAMAGES BY REPRESENTATIVE OF DECEASED—FATAL ACCIDENTS ACT, 1846 (9 & 10 VICT. c. 93), s. 1.

In this case the question was raised whether an action could be maintained under Lord Campbell's Act by the representative of an alien whose death on the high seas has been caused by the negligence of a British subject. On the 11th of August, 1900, Johan Davidsson, a Norwegian subject, was drowned owing to a collision between the Norwegian barque

Ratata, on which he was serving as sailmaker, and the British steamship *Ezeter City*, owned by the defendants. The collision and the consequent death of Johan Davidsson were solely caused by the negligent navigation of *The Ezeter City* by the defendants' servants. The plaintiff, who was the widow of the deceased, brought an action on behalf of herself and children under the provisions of 9 & 10 VICT. c. 93 (Lord Campbell's Act) and 27 & 28 VICT. c. 95 to recover compensation for the death of the deceased. The question whether upon the facts above stated the plaintiff was entitled to recover damages was argued before the Divisional Court. It was contended on behalf of the plaintiff that though the case of *Adam v. British and Foreign Steamship Co.* (1898, 2 Q. B. 430) was an authority against the claim put forward by the plaintiff, yet that the current of the earlier decisions was in her favour. The following cases were cited: *The Guildfare* (L. R. 2 A. & E. 325), *The Explorer* (L. R. 3 A. & E. 289), *The Franconia* (2 P. D. 163), *Harris v. Hamburg* (2 C. P. D. 173), *The Vera Cruz* (9 P. D. 88, at p. 96, and 10 App. Cas. 59), *Colquhoun v. Haddon* (22 Q. B. D. 129), *Jeffreys v. Boosey* (4 H. L. C. 815), *Routledge v. Low* (3 Eng. & Ir. 100), and *Le Mesurier v. Le Mesurier* (1895, A. C. 517). On behalf of the defendant it was contended that as Lord Campbell's Act did not in terms confer any right of action upon aliens, no such right could be inferred. The following cases were cited: *Cope v. Doherty* (4 K. & J. 381), *The Wild Ranger* (Lush. 553), *The Amalia* (Br. & L. 151), *The Zolnerstein* (Swab. 96), *General Iron Screw Collier Co. v. Schumann* (1 J. & H. 180).

THE COURT gave judgment in favour of the plaintiff.

KENNEDY, J., said that he was aware that in doing so he was in direct conflict with the decision in *Adams v. British and Foreign Steamship Co.* Darling, J., in that case had relied upon the principle that "Acts of Parliament do not apply to aliens, at least if they be not even temporarily resident in this country, unless the language of the statute expressly refers to them." The judicial dicta, however, which gave rise to that proposition had been uttered in each case with regard to an enactment which related to matters of a special kind, but the basis of the claim to which the Fatal Accidents Act gave statutory authority was negligence causing an injury, and that was a wrong which he believed the law of every civilized nation treated as actionable. It seemed to his lordship, therefore, looking at the subject-matter of the statute, more reasonable to hold that Parliament did intend to confer the benefit of the legislation upon foreigners as well as upon subjects. In his opinion, therefore, the plaintiff was entitled to enforce her claim against the defendant.

PHILLIMORE J., concurred.—COUNSEL, *Hamilton*, K.C., and *Stokes*; *Bullock* and *F. Laing*. SOLICITORS, *Stokes & Stokes*; *Ince, Coll. & Ince*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

Solicitors' Cases.

MORTGAGE INSURANCE CO. (LIM.) v. CANADIAN AGRICULTURAL COAL AND COLONIZATION CO. (LIM.) AND OTHERS. Kekewich, J. 21st May; 13th June.

SOLICITOR—COSTS—DEBENTURE-HOLDERS' ACTION—JOINT RETAINER BY DEFENDANT COMPANY AND TRUSTEES FOR DEBENTURE-HOLDERS—COSTS GIVEN TO DEFENDANTS OTHER THAN DEFENDANT COMPANY—SOLICITOR ENTITLED TO FULL SET OF COSTS.

This was a summons in a debenture-holders' action. The plaintiffs sued on behalf of themselves and all other holders of first mortgage debentures of the defendant company. The defendants were, first, the company which issued the debentures; secondly, the trustees for the first mortgage debenture-holders; and, thirdly, the trustees for the second mortgage debenture-holders. Judgment in the action was dated the 31st of July, 1897, and the Master's certificate thereon the 15th of May, 1900. The result of the certificate was that the available funds were found insufficient to pay the first mortgage debentures in full, and the order upon further consideration provided, after payment of costs, for the proper apportionment of the funds among the first mortgage debenture-holders. As to the costs, the order directed the taxing-master to tax "the costs of the plaintiffs and defendants other than the defendant company," and directed such costs to be paid. The same solicitor appeared for the defendant company and the two sets of trustees. The taxing-master, on the authority of *Re Colquhoun* (2 W. R. 286, 5 De G. M. & G. 35), held that he could only allow two-thirds of the bill, as the solicitor must look to the company for the payment of the remaining one-third.

THE COURT reserved judgment.

June 13.—KEKEWICH, J., after stating the facts, said: There can be no question but that the taxing-master was perfectly right, and indeed this is admitted by the application now under consideration for an alteration of the order by a direction which will give the solicitor his full costs. That application is made pending the taxation with a view of setting the matter right at an early stage and avoiding useless expense. If the taxation had proceeded to certificate, and had been followed by a summons to review, that summons must have failed. The course adopted, therefore, is convenient. It has been endeavoured to base the application on the ground that the retainer by the trustees of the solicitor was joint and several, and that they are therefore liable for the costs of all the defendants, and that consequently all the costs ought to be paid out of the fund. It is, I think, impossible to come to this conclusion from the general statements made in the affidavit of the solicitor, who is now deceased. The effect of such a retainer as he describes was discussed by Bacon, V.C., in *Re Allen* (11 Ch. D. 244): "It is a joint retainer to this extent. We together undertake to pay you, but not that any one of us will pay you all; we jointly contract with you and with ourselves that we will

pay you the whole amount of your charges." In this particular case there is the further difficulty that in the first instance the company were the only defendants, and the solicitor was retained by the company before the trustees were added, and it would be strange if, when the trustees were added, they gave a retainer making them liable jointly in the sense contended for. It is further said that the trustees are entitled as such to an indemnity out of the estate for the costs for which they are liable. The principle is sound, but requires some care in application. The trustees for the second mortgage debenture-holders have no estate, the funds being insufficient to pay the first mortgage debenture-holders, and as regards them the indemnity is worth nothing. But there are not two separate bodies of trustees, and all the trustees have appeared together, so that the costs incurred by them are really the costs of the trustees for the first mortgage debenture-holders. In other words, if the latter are entitled to an indemnity for all the costs for which they are liable, there will remain no costs to be paid by the trustees for the second mortgage debenture-holders. It does not follow that the solicitor will thus be paid in full all the costs of all the defendants, and he ought not to be paid out of the funds any costs for which the company are, but the trustees are not, liable. I think it right, in a case like this, where the company and the trustees for debenture-holders appear by the same solicitor, that all the costs of the defendants should be paid out of the funds before distribution between the debenture-holders, not because the company can claim costs, which they cannot, but because the costs must be treated as incurred on behalf of the trustees. If the company and the trustees appear by separate solicitors the costs of the trustees would be substantially the same as here, where one solicitor appears for both. Where debentures are protected by a covering deed, the trustees of that deed are necessary parties, and they can and often do render the court useful assistance. It is not desirable to discourage them by making difficulties about the payment of their costs, and there is no advantage in driving them to instruct a solicitor separate from that of the company, who presumably is possessed of information and has the means of getting it. The company is little more than a nominal defendant in such actions. I have consulted the taxing-master, who has submitted the language of the order I propose to make in this case to some of his colleagues, so as to secure a settled practice. The order will be that in taxing the costs of the defendants other than the company under the order on further consideration (which are to include the costs of the present order) the taxing-master is to allow the said defendants a full set of costs notwithstanding that the said defendants and the defendant company have appeared by the same solicitor.—COUNSELL, F. Whinney; George Laveranes. SOLICITORS, F. Stuttaford; Baker, Blaker, & Haues.

[Reported by H. CLAUGHTON SCOTT, Barrister-at-Law.]

LAW SOCIETIES.

THE GENERAL COUNCIL OF THE BAR.

Report re The Work Proper to be Done by a King's Counsel with or without a junior.

The council have recently had under their consideration the following communication from a King's Counsel which was forwarded by the Attorney-General to the council for consideration and report:

Melbourne, Australia,
Feb. 4th, 1901.

Sir Robert Finlay, M.P.,
Attorney-General, &c., &c.

Sir,—I have just taken silk here and I find that there is considerable doubt as to the etiquette with respect to King's Counsel. I am anxious to adhere to the English practice, and I shall be much indebted to you if you can let me know

(1) What business (if any) should be refused by King's Counsel as being appropriate to juniors only.

(2) What business may be done by King's Counsel without a junior, or to put it in another way, in what proceedings is it the practice to insist on having a junior.

I may inform you that our system of procedure is precisely similar to that in force in England. Pray accept my apologies for troubling you in this matter and believe me to be—Very faithfully yours.

Having carefully considered the above communication the Council reported as follows:

(1) A King's Counsel should refuse all drafting work, and written opinions on evidence as being appropriate to juniors only, but a King's Counsel is at liberty to settle any such drafting and to advise on evidence, in consultation with a junior.

(2) (a) A King's Counsel, in accordance with a long standing rule of the profession, cannot hold a brief for the plaintiff on the hearing of a civil cause in the High Court, Court of Appeal, or the House of Lords, without a junior.

(b) It is the usual practice of King's Counsel to insist upon having a junior when appearing for a defendant in like cases, and also when appearing either for the prosecution or for the defence on trials of criminal indictments.

It has been assumed in answering the above questions, that they relate only to litigation in the High Court, or to criminal proceedings.

The council are not prepared to report as to the existence of any other rules of the profession or usual practices relating to the matters in question.

It is not intended by these answers to express any opinion upon a question which has been dealt with by the Bar Council elsewhere—viz.:

the right or alleged right of a King's Counsel, upon taking silk, to continue to act as if still a junior in cases commenced by him before his appointment.

Report re Signing Lists of Fees for Taxation.

The council have recently had under their consideration the following letter from a barrister:

H. C. A. Bingley, Esq.

30th April, 1901.

Dear Sir,—I am constantly being asked, and as constantly refuse, to sign lists of fees for taxation without having received the money. I am told that it is done by others, and naturally my refusal places me in an invidious position. I have always been given to understand (and I feel certain I have seen it judicially stated) that it is an improper thing to do and a breach of professional etiquette. I should like to have a definite statement on the subject by the Bar Council. I refused so to sign a fee list a few minutes since, and was told that it had been frequently done by a member of the bar of position and integrity.—Yours faithfully.

The council have replied that in their opinion the practice alluded to in the above letter is both improper and a breach of professional etiquette.

LIVERPOOL AND DISTRICT ASSOCIATION OF LEGAL ASSISTANTS.

The first annual picnic in connection with the above association took place on Saturday last, the venue chosen being Heswall on the Dee. The party, consisting of a large number of members and lady friends, left Woodside, in brakes, at 3.30 p.m., and, after a delightful drive via Woodchurch and Barnston, arrived at Heswall at about 4.30, when an excellent tea was provided by Mrs. Rigby. Sports were then arranged, and the afternoon passed very pleasantly. A start for home was made at 7.30 and the party arrived back at Woodside at 9.30, having spent a most enjoyable time. The notable success attending this, the first venture of this description by the association, is a good augury for the future.

INCORPORATED LAW SOCIETY.

The annual general meeting of the members of this society will be held at the society's hall on Friday, the 12th of July, 1901, at 2 p.m. The following are the provisions of bye-law 15 as to the business to be transacted at an annual general meeting—namely: "The business of an annual general meeting shall be the election of president, vice-president, and members of Council, as directed by the charter, and also the election of auditors; the reception of the accounts submitted by the auditors for approval; the reception of the annual report of the Council, and the disposal of business introduced by the Council, and of any other matter which may consistently with the charter and bye-laws be introduced at such meeting." On the other side will be found the names of the candidates nominated to fill the ten vacancies in the Council, and in the offices of president, vice-president, and auditors, with the names and addresses of their nominators. The following notices of resolutions to be moved, and of questions to be asked at the meeting, have been received:

LENDING LIBRARY.

Mr. W. P. W. PHILLIMORE will move: 1. "That the Library Committee shall take immediate steps to form a lending library of law books for the use of country and London members, and directs the Council to pay £400 a year to the Library Committee for that purpose." 2. "That in order to provide the said £400 the Council is hereby directed to limit their expenditure in the future on Council luncheons and other entertainments to the sum of £300 a year." 3. "That the Council shall provide a separate library for the use of articled clerks, and take steps to utilize the Strangers' Dining-room in the Law Club for that purpose."

COUNCIL ELECTIONS.

Mr. W. P. W. PHILLIMORE will ask: 4. (1) "How many votes were received at the election of the Council in 1900 by the lowest successful candidate, and by Mr. Harvey Clifton, the unsuccessful candidate." (2) "Why the scrutineers omitted to report the number of votes given to the various candidates at that Council election, contrary to their usual practice; and whether the Council will take steps to ensure that such information is circulated among the members in the future."

Mr. W. P. W. PHILLIMORE will also move: 5. "That, in the opinion of this meeting, the present method of election to the Council is most unsatisfactory, and has resulted in its becoming virtually a close, self-elected body, totally unrepresentative either of the society or the profession at large." 6. And in the event of this being carried will move: "That a committee be hereby appointed to consider the present method of election to the Council, and how it may be best amended, and the Council rendered representative of the society." 7. "That such committee shall consist of three members to be nominated by the Council, and six by this meeting, with power to increase their number to twelve." 8. "That the report of this committee shall be circulated amongst the members not less than one week before the next general meeting of the society, and that at such meeting it shall be taken into consideration."

INTERMEDIATE EXAMINATION.

Mr. F. H. STEVENS will move: "That the Council be requested to take the opinion of the Provincial Law Societies—(1.) As to whether it is desirable to alter the society's examination regulations so far as to enable articled clerks to present themselves for Intermediate Examination at an earlier period of their articles than at present permitted; and if so, (2.) At what period of his service an articled clerk should be allowed to sit for Intermediate Examination; and to report to the society."

LIST OF MEMBERS OF THE SOCIETY NOMINATED AS CANDIDATES TO FILL THE TEN VACANCIES IN THE COUNCIL.

The Candidates whose Names are marked thus (*) go out of Office by rotation.

Name of Candidate.	Address.	Names of Nominators.	Address.
*Joseph Addison	2, Bond-court, E.C.	P. W. Chandler H. E. Johnson W. G. Blakiston H. Lloyd Carter A. H. Hastie Francis M. Voules... .. James Armstrong H. W. Jones E. H. Bailey Harold Brown A. H. Hastie Francis M. Voules... .. R. Ellett, <i>President</i> Sir H. H. Fowler, M.P., G.C.S.I., <i>Vice-President</i>	8, New-court, Lincoln's-inn, W.C. 23, Knight-riding-street, City. 65, Lincoln's-inn-fields, W.C. Carnarvon. 65, Lincoln's-inn-fields, W.C. 84, Bishopgate-street Within, E.C. 12, Fenchurch-avenue, E.C. 39, Lime-street, City. 5, Berner's-street, London, W. 2, Bond-court, Walbrook, E.C. 65, Lincoln's-inn-fields, W.C. 84, Bishopgate-street Within, E.C. Cirencester. Wolverhampton.
Wemyss Henry Atkinson	Prudential Buildings, Moseley- street, Newcastle-on-Tyne	Thomas Marshall C. H. Morton Wm. J. Bull, M.P., L.C.C. Thos. Skewes-Cox, M.P., J.P. A. Rhys Roberts E. J. Trustram, M.A. J. A. Grundy F. C. Lloyd (<i>Town Clerk</i>) Philip E. Mather	8, Albion-place, Leeds. 18, Cook-street, Liverpool. 31, Essex-street, Strand. Richmond, Surrey. 63, Queen Victoria-street, London, E.C. 61, Cheapside, E.C. 14, John Dalton-street, Manchester. Town Hall, Huddersfield. Bank-chambers, Moseley-street, New- castle-on-Tyne.
*Henry Attlee... ..	10, Billiter-square, E.C.	H. B. Kent Sidney C. Taunton, B.A. F. J. Bevis W. G. Blakiston Francis M. Voules... .. E. P. Whitley Hughes H. Lloyd Carter W. G. King Samuel J. Daw A. H. Hastie Francis M. Voules... .. W. G. Blakiston H. Lloyd Carter R. Ellett, <i>President</i> Thos. Marshall C. H. Morton J. Gwynne James J. R. Symonds John Cullimore Richard Farmer E. C. Peele Rowland T. Hughes Arthur Vizard A. H. Hastie... .. Francis M. Voules W. G. Blakiston H. Lloyd Carter R. Ellett, <i>President</i> Thos. Marshall Joseph Ansell G. J. Johnson Jas. S. Beale Harold D. Bateson Samuel Southall G. Maynard Martin J. B. Parkinson R. A. Edgar... .. G. W. P. Mellor H. E. Bury John Cooper Thomas Marshall C. H. Morton Sir H. H. Fowler, M.P., G.C.S.I. John Hollams A. H. Hastie H. Lloyd Carter W. G. Blakiston E. P. Whitley Hughes R. Benson, <i>President of the</i> <i>Sheffield District Incorporated</i> <i>Law Society</i>	7, Union-court, Castle-st., Liverpool. 37, Waterloo-street, Birmingham. 8, Pavilion-buildings, Brighton. 65, Lincoln's-inn-fields, W.C. 84, Bishopgate-street Within, E.C. East Grinstead. Carnarvon. 12, Essex-street, Strand. 35, Lincoln's-inn-fields, W.C. 65, Lincoln's-inn-fields, W.C. 84, Bishopgate-street Within, E.C. 65, Lincoln's-inn-fields, W.C. Carnarvon. Cirencester. 8, Albion-place, Leeds. 18, Cook-street, Liverpool. Hereford. Hereford. Friars, Chester. St. Werburgh-street, Chester. Shrewsbury. 8, St. Mary-street, Shrewsbury. Monmouth. 65, Lincoln's-inn-fields, W.C. 84, Bishopgate-street Within, E.C. 65, Lincoln's-inn-fields, W.C. Carnarvon. Cirencester. Albion-place, Leeds. 27, Bennett's-hill, Birmingham. 36, Waterloo-street, Birmingham. 28, Great George-street, London, S.W. 14, Castle-street, Liverpool. Guildhall, Worcester. Wolverhampton. 10, York-street, Manchester. 20, Booth-street, Manchester. 45, Lincoln's-inn-fields, W.C. 47, Lincoln's-inn-fields, W.C. Manchester. 8, Albion-place, Leeds. 18, Cook-street, Liverpool. Wolverhampton. 31, Mincing-lane, E.C. 65, Lincoln's-inn-fields, W.C. 4, Church-street, Carnarvon. 65, Lincoln's-inn-fields, W.C. East Grinstead. 41, Norfolk-street, Sheffield.
*James S. Beale	28, Great George-street	Edwards Bramley, Hon. Secretary same Society	6, Paradise-square, Sheffield.
Henry Lloyd Carter	4, Church-street, Carnarvon		
Charles Cheston	1, Great Winchester-street, E.C.		
Harvey Clifton	4, New-court, Lincoln's-inn		
Arthur Hepburn Hastie	65, Lincoln's-inn-fields, W.C.		
*John Hollams	31, Mincing-lane, E.C.		
Edward Percival Whitley Hughes	East Grinstead		
Wm. John Humfrys	Hereford		
Edward Owen Langham	Grove Road Chambers, Eastbourne		
Charles E. Mathews	29, Waterloo-street, Birmingham		
*Joseph Farmer Milne	Manchester		
*Sir A. K. Rollit, LL.D., M.P.	3, Mincing-lane, E.C.		
Francis Minchin Voules	84, Bishopgate-street Within, E.C.		
*Arthur Wightman	Sheffield		

LIST OF MEMBERS OF THE COUNCIL PROPOSED AS PRESIDENT AND VICE-PRESIDENT OF THE SOCIETY.

The Right Hon. Sir Henry Hartley Fowler, M.P., G.C.S.I. (as President)	9, Clement's-lane, City	Dillon R. L. Lowe... .. Ernest Todd	2, Temple-gardens, E.C. 9, Bedford-row, W.C.
Sir Albert Kaye Rollit, LL.D., M.P. (Vice-President)	3, Mincing-lane, City	Dillon R. L. Lowe... .. Ernest Todd	2, Temple-gardens, E.C. 9, Bedford-row, W.C.

LIST OF PERSONS PROPOSED AS AUDITORS OF THE SOCIETY.

John S. Chappelow, F.C.A.	...	10, Lincoln's-inn-fields, W.C.	...	Edmund Church	...	11, Bedford-row, W.C.
Spencer B. Kendall	...	61, Carey-street, W.C.	...	R. W. Tweedle	...	5, Lincoln's-inn-fields, W.C.
Mitchell Templeton	...	9, King's Bench-walk, Temple	...	Dillon R. L. Lowe	...	2, Temple-gardens, E.C.
				Ernest Todd	...	9, Bedford-row, W.C.
				J. W. Randall	...	10, King's Bench-walk, Temple
				C. G. May	...	49, Lincoln's-inn-fields, W.C.

THE CERTIFYING OF LUNATICS.

THE following circular has been issued from the Home Office to clerks to county and borough justices, stipendiary magistrates, and the metropolitan police magistrates:—

Whitehall, May 31st, 1901.

Sir,—I am directed by the Secretary of State to acquaint you that he has had before him cases which have occurred in certain poor law unions in which the relieving officers have received payments from the district medical officers and proprietors of licensed houses in connection with the certifying of lunatics and their admission into these houses. Mr. Ritchie feels sure that he may count upon your active assistance to discover and put an end to these reprehensible practices, and with a view to preventing their repetition in the future, he thinks it desirable to call the attention of magistrates to several points connected with the certifying of lunatics.

(1) Section 16 of the Lunacy Act, 1890, which prescribes the steps to be taken when a pauper alleged to be a lunatic, or an alleged lunatic wandering at large, is brought before a justice, directs, amongst other things, that the justice shall call in a medical practitioner, and it is only when this practitioner has signed a medical certificate with regard to the lunatic that an order for his removal to an institution for lunatics can be made. In some cases the relieving officer has, it is found, often selected or influenced the selection of the medical practitioner who should examine the alleged lunatic; but it appears to the Secretary of State that the section requires that on each occasion the justice should himself call in such medical practitioner as he may think fit, and that the relieving officer should in no way be concerned in the selection.

(2) A justice should not sign the reception order until the medical practitioner has signed the medical certificate. It appears that justices sometimes do not wait until the certificate has been signed by the medical practitioner and the statement of particulars filled in and signed by the relieving officer.

(3) Sometimes the name of the asylum to which the lunatic is to be conveyed is left blank in the reception order. The Law Officers of the Crown have advised that, unless the name of the asylum to which the lunatic is to be removed is stated in the reception order when it is made, the order cannot legally be acted on; and Mr. Ritchie thinks it very important that the requirement of the Lunacy Act in this matter should be complied with.

(4) I am to call your attention to section 27 (2) of the Lunacy Act, and to say that it is important that justices should very carefully ascertain that there is a deficiency of room or that there are some special circumstances before they authorize a lunatic to be sent to some institution other than the county asylum. The cost in any such institution is, of course, much greater than in the county asylums, and in some instances the institution is situate at a considerable distance from the place from which the lunatic is sent, and he may thus be entirely cut off from his friends.

I am, Sir, your obedient servant,

KENNEL E. DIGBY.

LEGAL NEWS.

APPOINTMENTS.

Dr. F. J. WALDO, M.A., M.D., barrister-at-law, has been appointed Coroner for the City of London, in succession to Mr. S. F. Langham, who recently resigned.

Mr. GEORGE FREDERICK FREELAND WHITE, solicitor, has been appointed Clerk to the Justices for the County Borough of Warrington, in place of his father, Mr. Henry Brown White, resigned. Mr. H. B. White has held the office over thirty-three years.

CHANGES IN PARTNERSHIP.

DISSOLUTIONS.

DAVID OWEN and ROBERT ARTHUR GRIFFITH, solicitors (D. Owen & Griffith), Bangor, Carnarvon, and Llangefni. May 31. The business will in future be carried on by the said David Owen. [Gazette, June 21.]

WILLIAM JAMES COUSINS and HENRY ROBINSON COUSINS, solicitors (Cousins & Cousins), Leeds. Dec. 31, 1900. [Gazette, June 25.]

GENERAL.

Sir James Parker Deane, K.C., Vicar-General of the province of Canterbury, completed his eighty-ninth year this week, having been born on the 25th of June, 1812. His connection with the law extends over sixty-four years.

By permission of the Masters of the Bench of the Inner and Middle Temples, a collection in aid of the Building Fund of the Inns of Court Mission will be made at the morning service in the Temple Church, on

Sunday, the 30th of June. The sermon will be preached by the Rev. the Master of the Temple.

Mr. Justice Day was to have opened the Worcester Assizes on Saturday, but it was announced that his lordship had had a recurrence of his recent illness, his heart being affected, and not only was he unable to travel from Oxford, but his medical attendants had forbidden any professional matters to be mentioned to him. The later accounts of the learned judge's condition states that it has improved.

The spot where the late Lord Chief Justice was interred in Epsom Cemetery has, says the *St. James's Gazette*, just been marked by a striking memorial, which takes the form of a wall of white Irish granite, enclosing a space 27ft. long by 20ft. wide. The pillars at the sides and centre weigh over a ton each, and are ornamented with a band of carved Runic work. The panels consist of a series of small arches rising from a stone base, with a rounded coping, also ornamented with carving. The stone was taken from an Irish quarry near Newry, and the memorial executed by skilled Irish workmen.

On Friday in last week, says the *Times* reporter, Mr. Muir Mackenzie applied to the Court of Appeal *ex parte* for leave to appeal against the refusal by Mr. Justice Farwell of an application by a defendant that this action, commenced in the Chancery Division, might be transferred to the King's Bench Division and be tried with a jury. The matter is of public interest, because the learned counsel stated that actions are now being so rapidly disposed of in the Chancery Division that, though this action was only entered for trial on the 7th inst., it would very shortly be in the list for trial. This rapidity affords a remarkable contrast to the state of the business in the Chancery Division in very recent years, and, indeed, to the present condition of the business in the Court of Appeal. The court refused the application.

In a recent suit before Judge E. J. Broadbuss, of Missouri, against a railroad company for injuries sustained by the plaintiff in a collision, the attorneys for the defendant, says the *Central Law Journal*, contended that a verdict of 2,000dols. was excessive in view of the fact that the plaintiff was an old man with but a few years to live. Judge Broadbuss, who is a man of about seventy years of age himself, thus disposes of the contention: "It is true the plaintiff is an old man, but that fact does not militate against his right to compensatory damages for his injuries. He is justly entitled to the free use of his limbs without pain and suffering the remainder of his life. And if the natural infirmities of age have been aggravated by the wrong he has suffered, it is no answer to his claim for damages to tell him he is old and is near the end of his race. And while this fact, perhaps, ought not to entitle him to more damages than a young man, it certainly in this kind of case is not an argument for lessening his real loss. The matter is not to be measured by the same rule as would be applied to an old horse turned upon the common to starve, because of his want of value."

Friday (21st inst.) being the grand day of Trinity term at Gray's-inn, the treasurer (Mr. Montague Lush) and the masters of the bench entertained at dinner the following guests: The Right Hon. the Earl of Tankerville, the Right Hon. Lord Alverstone, the Right Hon. Lord Justice Collins, the Right Hon. W. E. Lecky, M.P., the Hon. Mr. Justice Channell, Sir Thomas Barlow, Bart., M.D., his Honour Judge Sir Horatio Lloyd, Mr. Edward Pollock, the President of the Incorporated Law Society (Mr. R. E. Ellett), the Governor of the Bank of England (Mr. Augustus Prevoist), Mr. G. E. Buckle, Dr. Holland, Mr. A. Pearce Gould, F.R.C.S. The benchers present, in addition to the treasurer, were: Lord Ashbourne, Lord Shand, Mr. Henry Griffith, Sir Arthur Collins, K.C., Mr. Hugh Shield, K.C., his Honour Judge Bowen Rowlands, K.C., Mr. Arthur Beetham, Mr. John Rose, Mr. Paterson, Mr. Mulligan, K.C., Mr. Mattinson, K.C., Mr. Lewis Coward, K.C., Mr. C. A. Russell, K.C., Mr. Herbert Reed, K.C., Mr. Terrell, K.C., Mr. Barnard, Mr. H. O. Richards, K.C., M.P., with the Preacher (the Rev. Canon C. J. Thompson).

A conference was held at the Colonial Office on Wednesday to consider the constitution of the Final Court of Colonial Appeal. The following were present: The Lord Chancellor, Mr. Chamberlain, Earl of Onslow, the Attorney-General, the Solicitor-General, with Mr. Bertram Cox, legal adviser to the Colonial Office, the Hon. David Millican (Minister of Justice in the Dominion Cabinet of Canada), representing the Dominion of Canada; his Honour Mr. Justice H. E. A. Hodges, of the Supreme Court of Victoria (representing the Commonwealth of Australia); the Hon. J. Rose Innes, K.C., Attorney-General at the Cape of Good Hope (representing Cape Colony); Sir J. Prendergast, late Chief Justice of New Zealand (representing New Zealand); his Honour Mr. Justice G. H. Emerson, Judge of the Supreme Court of Newfoundland (representing Newfoundland); Mr. W. B. Morcom, K.C., M.L.A. (representing the Colony of Natal); Sir William J. Smith, Chief Justice of British Guiana (appointed by the Secretary of State for the Colonies as representative of other colonies at the conference); Sir J. Edge (member of the Council of the Secretary of State for India, appointed by him to attend the conference on behalf of the Government of India).

There was a Roman citizen we know, says the *Journal of the Society of Comparative Legislation*, who purchased a farm at its full value the day after Cannae and received the thanks of a victorious Senate for not having despaired of the Republic. The defendant in *Rahim Abdool Rahman v. Esop Suliman* (21 Natal Law Reports N.S., Part IV. 133) was not cast in this heroic mould. He was in the autumn of 1899 lessee of a house in Lady-smith, then threatened with investment by the Boers, and not being so confident of the issue as he of Rome—at all events, disinclined to risk the situation—he quitted the demised premises at the end of October, 1899, and did not return till he could safely do so—viz., at the beginning of March, 1900. He was ready to pay rent till the end of October and from the beginning of March, but he disclaimed liability for the intervening months on the ground that he was prevented from occupying the premises by the Queen's enemies, and he had his disclaimer allowed by the court. "It makes little difference," said Galloway, C.J., "whether the defendant left the premises through actual danger or from apprehension of it to come. . . . It was a danger to his life to return, and a danger to his liberty. He tendered rent for the months of October, March, and April, and I think that is all he is bound to pay." This is in accordance with Roman-Dutch law as stated in *Van Leeuwen (Kotze)*, p. 175, n. (g), that a lessee effectually deprived of the occupation or use of the premises can claim an abatement of rent unless he has taken all risk upon himself. It strikes us in England as novel: we are so accustomed to a lessor's covenant for quiet enjoyment being restricted to his own acts and the acts of those claiming through him; but this is the mere practice of conveyancers. The word "demise" carries at common law an implied covenant for quiet possession against all the world; it is one of the first things about which the conveying notice has to be warned.

At the Oxford Assizes, last week, says the *Times* reporter, Mr. Justice Day, with a special jury, was engaged for three days in the retrial of the cause of *Williams v. Ducat and Others*, originally heard before the same judge at the same place at the summer assizes last year, when a verdict was found for the defendants, which the Court of Appeal set aside. The plaintiff, Mr. Henry Williams, a landowner, of Noke, Oxon, sought to recover damages (the amount being agreed between the parties at £5) for trespass, alleged to have been committed upon his land at Noke in entering upon it and breaking open a gate and destroying a hedge; he also claimed an injunction. One of the defendants, Mr. William Henry Burrows, a farmer, is the tenant, under the other defendants, of the Manor Farm, at Noke and Islip, Oxon; and included in that farm is a piece of land of about forty-eight acres known as the Cowpasture (or Covester). The remaining defendants are the trustees of the Municipal Church Charities of Reading, and as such own lands at Noke, and they counterclaimed for a declaration and an injunction in that behalf. The title of the defendants to the close known as the Covester was comprised in the Islip enclosure award of 1808. The plaintiff obtained his part of the *locus* by purchase in 1886 from the trustees of the late Duke of Marlborough, to whom it had come by virtue of the Noke enclosure award of 1829. The effect of the Enclosures Consolidation Act of 1801 (41 Geo. 3, c. 109) was to extinguish all private ways not set out in those awards; and it was conceded that neither award afforded express affirmative evidence of the right claimed by the defendants, who were also unable to shew a continuous user down to the last year before the action, and could not, therefore, rely upon the Prescription Act, 1832. They contended, however, from the configuration of the Covester, which terminated in a narrow strip running up to the plaintiff's lane, that when the Islip award was made it was contemplated that a right of way would be thereafter given at that spot, and though that was not done under the Noke award, yet there had been such subsequent user, attested by various incidents spread over many years, as was sufficient to compel the inference of a lost grant. A great body of contradictory evidence, including that of many old inhabitants, was given by the parties. The plaintiff's case was that all attempts to use the contested way had been resisted by himself and his predecessors, and that the acts deposed to on the defendants' side constituted a casual and occasional usage only. Further, it was contended for the plaintiff that since the last award—that of 1829—there had been but two brief intervals of time, each two days only in duration, at which it was competent to any of Mr. Williams's predecessors, the Dukes of Marlborough, to make any such grant, and it was urged that the slenderness of opportunity raised a strong negative presumption against the likelihood of such a grant having been made. At all other times the estates were in the possession of tenants for life, who had no power to make such grants. Mr. Justice Day, in summing up, said that a more peculiar case of its kind had never come within his experience. He was glad that the jury had had the advantage of a view, because much depended upon the lie of the land. Though the right of way was not given by the enclosure awards, the fact that in the Noke award the narrow strip had been left which connected the main part of the Covester with the lane raised a strong probability that it was in contemplation that the owners of the Manor Farm should have an access there or thereabouts, especially as there were outlying pieces of the farm on the other side of the lane. His lordship directed the jury in the terms used by the present Master of the Rolls when the case was in the Court of Appeal, that in estimating the amount and character of evidence adduced to support a lost grant regard must be had to the sort of user set up. To prove "an agricultural user" of a private character, such as was claimed here, one would not expect the same quantity and the same kind of testimony as would be needed to establish a right of way in "a populous district." If there was enough evidence to prove the user alleged, the fact that at some time or another, for however short an interval, somebody possessed the power to make a grant would allow the inference of a lost grant to be rightfully drawn. The jury, after conferring in private for a short time, found for the defendants.

COURT PAPERS.

SUPREME COURT OF JUDICATURE

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEKEWICH.	Mr. Justice BYRNE.
Monday, July	1 Mr. Pugh	Mr. Carrington	Mr. Farmer	Mr. Beal
Tuesday	2 Carrington	Pugh	Godfrey	R. Leach
Wednesday	3 Pemberton	Carrington	Farmer	Beal
Thursday	4 Jackson	Pugh	Godfrey	R. Leach
Friday	5 R. Leach	Carrington	Farmer	Beal
Saturday	6 Beal	Pugh	Godfrey	R. Leach

Date.	Mr. Justice COZENS-HARDY.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.
Monday, July	1 Mr. W. Leach	Mr. Jackson	Mr. King	Mr. Godfrey
Tuesday	2 Greswell	Pemberton	Church	Farmer
Wednesday	3 W. Leach	Jackson	King	Church
Thursday	4 Greswell	Pemberton	Church	King
Friday	5 W. Leach	Jackson	King	Greswell
Saturday	6 Greswell	Pemberton	Church	W. Leach

COURT OF APPEAL.

TRINITY SITTINGS, 1901.

(Continued from p. 604.)

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

(General List.)

1901.

Lady Bateman v Faber appl of deft G D Faber from order of Mr Justice Kekewich, dated Jan 11, 1901 Feb 20
 In re The Companies Acts, 1862 to 1890 and In re J Norfolk & Sons, ld appl of H O Wasmuth and anr from order of Mr Justice Buckley, dated Feb 15, 1901 Feb 22
 In re Bullen Muspratt Williams v Howe appl of deft J N Bullen from order of Mr Justice Cozens-Hardy, dated Jan 17, 1901 Feb 23
 In re Courage Courage v Vans Leckie appl of defts C F Courage and ors from order of Mr Justice Farwell, dated Nov 8, 1900 Feb 26
 In re King King v King appl of pliff from order of Mr Justice Farwell, dated Jan 16, 1901 Feb 27
 In re Clifford Smith v Clarke appl of defts from order of Mr Justice Kekewich, dated Oct 26, 1900 Feb 27
 In re Clifford Smith v Clarke appl of pliffs from part of order of Mr Justice Kekewich, dated Oct 26, 1900 (counterclaim) Feb 27
 Diprose v Belgravia Hotels Co ld appl of pliff from order of Mr Justice Joyce, dated Nov 27, 1900 Feb 27
 In re The Co's Acts, 1862 to 1893, and In re The British Drying Co ld appl of G H Stutfields from order of Mr Justice Wright, dated Jan 18, 1901 March 1
 In re An Arbitration between George Bell & The Mayor, &c, of Totnes and the Arbitration Act, 1889 appl of G Bell from order of Mr Justice Farwell, dated Feb 8, 1901 March 2
 Jacobs (trading, &c) v Morris & Morris Morris & Morris v Jacobs (trading, &c) app of defts Morris & Morris from order of Mr Justice Farwell, dated Dec 13, 1900 March 2
 In re The Patents, Designs, &c Acts, 1883 to 1888, and In re the Application of Pomril ld, No 230,744 appl of Applicants from order of Mr Justice Joyce, dated Feb 19, 1901 March 5
 Capes v Dalton appl of pliff M W Barker from order of Mr Justice Farwell, dated March 4, 1901 March 7
 Crofts v J H Dickson & Co ld appl of defts from order of Mr Justice Kekewich, dated Feb 20, 1901 March 7
 Hewett v Toms appl of pliff from order of Mr Justice Kekewich, dated March 6, 1901 (produce order) March 7
 In re Harris Harris v Hyman appl of deft Sarah Jacobi from order of Mr Justice Farwell, dated Feb 22, 1901 March 8
 Deverges v Sandeman, Clarke & Co appl of pliff from order of Mr Justice Farwell, dated Nov 15, 1900 (produce order) March 12
 In re Courage Courage v Leckie appl of defts G M Courage from order of Mr Justice Farwell, dated Nov 8, 1900 March 13
 In re Handman & Wilcox & V & P Act, 1874 appl of O Handman from order of Mr Justice Buckley, dated Feb 8, 1901 March 13
 Driscoll v Boynton appl of pliff from order of Mr Justice Kekewich, dated Feb 28, 1901 March 14
 In re The Madras Electric Tramways Co ld Electric Construction Co ld v Cooper appl of pliffs from order of Mr Justice Cozens-Hardy, for Mr Justice Wright, dated March 1, 1901 March 15
 Plymouth and Dartmoor Ry Co v The Great Western Ry Co appl of defts from order of Mr Justice Kekewich, dated Feb 7, 1901 (produce order) March 15
 In re The Companies Acts, 1862 to 1890 and In re The General Investors' Syndicate ld appl of Ellis Pair and ors from order of Mr Justice Cozens-Hardy, for Mr Justice Wright, dated Feb 20, 1901 (produce order) March 18
 In re Pitt-Rivers Scott v Pitt-Rivers appl of defts A E L F Pitt-Rivers from order of Mr Justice Kekewich, dated Jan 28, 1901 March 20
 Great Northern Ry Co v Great Northern and City Ry Co appl of defts from order of Mr Justice Buckley, dated Dec 19, 1900 (produce order) March 21
 Bunge v Higinbotham & Co ld appl of pliff from order of Mr Justice Kekewich, dated Feb 23, 1901 (produce order) March 26

In re Morse *Morse v Morse* appl of deft, other than E Alcock, from order, dated Feb 22, 1901, and cross notice of the pliff from same order, dated March 23, 1901 March 28

Comms of the Harbour of Poole v Pike appl of pliffs from order of Mr Justice Kekewich, dated Feb 8, 1901 March 28

Pelly v East London Water Works Co appl of deft Henry Base from order of Mr Justice Buckley, dated March 13, 1901 March 29 Same v Same appl of defts The East London Water Works from order of Mr Justice Buckley, dated March 13, 1901 March 29

Leeds Forge Co ld v Deighton's Patent Flue & Tube Co ld appl of defts from order of Mr Justice Cozens-Hardy, dated March 29, 1901 (produce order) April 1

The Picture Post Card Co ld v Ross appl of deft from order of Mr Justice Buckley, dated March 20, 1901 April 2

J & J Cash ld v Cash appl of deft from order of Mr Justice Kekewich, dated Feb 2, 1901 April 2

In re The Companies Acts, 1862 to 1893 & In re The Brighton Hotels ld appl of Septimus Parsonage (the petr) from order of Mr Justice Wright, dated March 20, 1901 (produce order) April 3

Davey v Lachenal appl of pliff from order of Mr Justice Byrne, dated Jan 25, 1901 April 4

In re Thomas S. Quinn and The Temperance Permanent Building Soc and the Matter of the Trustee Act, 1893 appl of pliff C Woolledroft from order of Mr Justice Buckley, dated March 1, 1901 April 10

In re Dunn Dunn v Skardon appl of pliff from order of Mr Justice Kekewich, dated Jan 31, 1901 April 15

The Bradford Dyers' Assoc, ld v Williams appl of pliffs from order of Mr Justice Joyce, dated March 30, 1901 April 20

Hedley v Webb appl of deft from order of Mr Justice Cozens-Hardy, dated March 26, 1901 (produce order) April 25

Oliver v Bank of England (starkey, Leveson, & Cooke, third parties) appl of W J Starkey from order of Mr Justice Kekewich, dated March 25, 1901 April 26

In re Mexborough Savile v Mexborough appl of pliff from order of Mr Justice Farwell, dated April 2, 1901 April 26

In re H Holland, junr Gregg v Holland appl of defts The New Industrial Contract Syndicate, ld, from order of Mr Justice Farwell, dated March 22, 1901 (produce order) April 26

Kelly's Directories ld v Gavin & Lloyds appl of pliffs from order of Mr Justice Byrne, dated Jan 24, 1901 April 29

In re the Appln of The National Biscuit Co, U S A, No. 221,736, for Registration of the Trade Mark Uneda, and Patents, Designs, &c., Acts appl of The National Biscuit Co, U S A, from order dated Feb 4, 1901 April 29

The Midland Ry Co v Wright appl of pliffs from order of Mr Justice Byrne, dated Feb 14, 1901 April 30

Owen v Gibbons appl of defts W W Gibbons from order of Mr Justice Justice Farwell, dated March 29, 1901 May 1

Baily v Clark, Son, & Morland ld appl of defts from order of Mr Justice Byrne, dated Feb 4, 1901 May 6

In re The Companies Acts, 1862 to 1893, and In re The National Co for the Distribution of Electricity by Secondary Generators ld appl of the petr Adam Scott in person from order of Mr Justice Wright, dated April 17, 1901 May 7

In re the Patents, Designs & Trade Marks Acts, &c and In re Pearson's Application, No. 216,074 for the registration of the word "Vasogen" and In re the Trade Mark of the Chesebrough, &c Co, Consolidated, "Vaseline," Registered under No. 12,486, in Clauses 3, 4, 47 and 48 in the name of Robert Chesebrough appl of the Chesebrough Manufacturing Co, Consolidated, from the order of Mr Justice Buckley, dated Feb 12, 1901, and motion for leave to hear further evidence (by order) May 8

In re The Companies Acts, 1862 to 1893 and In re The London & Northern Bank ld (ex pte Gaunt's Executors) appl of CH Slater from order of Mr Justice Wright, dated May 24, 1901 (produce order) May 8

Whitebread & Co ld v Watt appl of deft from order of Mr Justice Farwell, dated March 22, 1901 May 9

The Great Central Ry Co v The North Eastern Ry Co appl of defts from order of Mr Justice Joyce, dated April 23, 1901 May 9

In re Giorgi's Settlement Giorgi v Wood & anr appl of Matilda Giorgi from order of Mr Justice Cozens-Hardy, dated April 24, 1901 (consent to be heard by two judges) filed May 11 part heard

Horne v Jewell appl of deft from order of Mr Justice Farwell, dated May 7, 1901 (produce order) May 13

In re the Companies Acts, 1862 to 1893, and In re Khoosh ld appl of A W Johnson from order of Mr Justice Wright, dated April 3, 1901 May 14

Hope v Hope appl of pliff in person from order of Mr Justice Cozens-Hardy, dated Feb 21, 1901 May 20

In re Scholefield Turner v Scholefield appl of D H Hammond & anr from order of Mr Justice Joyce, dated Feb 5, 1901 May 20

Bateman v Faber appl of deft G D Faber from order of Mr Justice Kekewich, dated May 10, 1901 (produce order) May 22

In re The Trustees, Executors & Securities Incoe Corpn ld v Armstrong appl of pliffs from order of Mr Justice Farwell, dated Feb 12, 1901 (produce order) May 22

National Opalite Glazed Brick & Tile Syndicate ld v New Grand Hotel, Birmingham, ld appl of defts from order of Mr Justice Cozens-Hardy, dated April 23, 1901 May 23

In re The Companies Acts, 1862 to 1900, and In re The Yorkshire Investment and American Mortgage Co ld appl of R Moore from order of Mr Justice Wright, dated April 26, 1901 May 24

In re The Companies Acts, 1862 to 1890, and In re The Yorkshire Investment & American Mortgage Co ld appl of N Moore from order of Mr Justice Wright, dated April 26, 1901 (produce order) May 24

FROM THE KING'S BENCH DIVISION.

For Hearing.

(Final List.)

1901.

Keates v Woodward (Crown Side) appl of pliff from judgt of Justices Wills and Channell, dated Feb 6, 1901 March 12

Bonham Carter v Franckelss appl of deft from judgt of Mr Justice Day, dated Feb 16, 1901, with special jury, Southampton March 14

Stein & anr v Pope appl of deft from judgt of Mr Justice Darling, dated March 9, 1901, without a jury, Middlesex March 13

Summers v Ward appl of pliff from judgt of Mr Justice Ridley, dated Dec 6, 1900, with a common jury, Middlesex March 16

Arnold Perrett & Co ld v hadford appl of deft from judgt of Mr Justice Wright, dated Feb 25, 1901, without a jury, Gloucester March 20

Bingham v Turner appl of deft from judgt of Mr Justice Channell, dated March 18, 1901, without a jury, Middlesex March 21

Lampton & Co v Pearson appl of deft from judgt of Mr Justice Darling, dated March 2, 1901, without a jury, Middlesex March 21

Glasscock v The London, Tilbury, & Southend Ry Co appl of pliff from judgt of Mr Justice Darling, dated March 13, 1901 (and cross-notice of appl by deft co for a new trial, dated March 25, 1900), with a special jury, Middlesex March 25

South Wales & Liverpool Steam Ship Co ld v H & C Grayson ld appl of pliff from judgt of Mr Justice Bucknill, dated Feb 21, 1901, without a jury, Liverpool March 26

The London County Council v The Urban District Council of Acton appl of deft from judgt of Mr Justice Ridley, dated Dec 14, 1900, without a jury, Middlesex March 27

London, Tilbury & Southend Ry Co v The Great Eastern Ry Co (Railway & Canal Commission) appl of defts from judgt of Mr Justice Wright, dated March 23, 1901 April 3

The Guardians of the Poor of West Ham Union, County of Essex (Appellants) v The London County Council (Respondents) Crown Side appl of appls from judgt of Justices Darling & Channell, dated March 21, 1901 April 3

Maxwell v The British Thomson Houston Co ld, Blackwell & Co, 3rd parties (Crown Side) appl of defendants from judgt of Mr Justice Kennedy, dated March 27, 1901, with special jury, Leeds April 4

Earl of Craven v Pridmore appl of pliff from judgt of Mr Justice Ridley, dated March 29, 1901, without a jury, Warwick April 12

The King v Dr Jrisram & G Davey (Crown Side) appl of Rev H F R Hind & ors from order of Justices Darling & Channell, dated March 21, 1901 April 15

Kinnell v Naser & anr appl of deft from judgt of Mr Justice Lawrence, dated March 9, 1901, without a jury, Middlesex April 16

Scrutton, Sons, & Co v Sommer & Co (J & R Lister, 3rd parties) appl of pliff from judgt of Mr Justice Bigham, dated March 18, 1901, without a jury, Middlesex April 17

Willcocks & anr v Hamlyn Bros ld appl of defts from judgt of Mr Justice Day, without a jury, Exeter April 17

Gibbs v Chloride Electrical Storage Syndicate ld appl of defts from judgt of Mr Justice Bigham, dated April 2, 1901, without a jury, Middlesex April 24

Wright v Glyn appl of defts from judgt of Mr Justice Grantham, dated April 20, 1901, without a jury, Middlesex April 26

The Attorney-General on the relation of the Bromley Rural District Council & anr v Copeland appl of pliff from judgt of the Lord Chief Justice, without a jury, Middlesex April 29

Thrusell v Parsons (Crown Side) appl of pliff from judgt of the Lord Chief Justice and Mr Justice Lawrence, dated April 18, 1901 April 30

Moorby v The Mayor, Alderman, and Citizens of the City and County of Kingston upon Hull appl of defts from judgt of Mr Justice Lawrence, without a jury, dated April 2, 1901 May 1

Vigers Brothers v Sanderson Brothers appl of pliff from judgt of Mr Justice Bigham, without a jury, dated March 1, 1901 May 1

H B W Fuiger v H Arsing (Crown Side) appl of pliff from judgt of The Lord Chief Justice and Mr Justice Lawrence, dated April 20, 1901 May 2

Hulthen v Stewart & Co appl of pliff from judgt of Mr Justice Phillimore, dated April 1, 1901 May 4

Weston v Croasdale appl of deft from judgt of Mr Justice Darling and a jury, dated April 24, 1901 May 4

Wallenberg v Payne appl of pliff from judgt of Mr Justice Bigham, without a jury, dated April 22, 1901 May 6

Reffell's Bexley Brewery ld v Hughes appl of deft from judgt of Mr Justice Ridley, dated April 22, 1901, and common jury, Middlesex May 6

Hainsworth v British Workman's and General Assurance Co ld appl of defts from judgt of Mr Justice Kennedy, dated April 18, 1901, and special jury, Leeds May 8

The Reversionary & General Securities Co ld v Gillon appl of pliffs from judgt of Mr Justice Channell, dated April 30, 1901, without a jury May 8

Robert skene v Charles Cook (Crown Side) appl of pliff from judgt of Justices Channell & Darling, dated March 22, 1901 May 8

The Zillah Shipping Co ld v The Midland Ry Co (Crown Side) appl of defts from judgt of the Lord Chief Justice & Mr Justice Lawrence, dated April 18, 1901 May 8

In re an Arbitration Messrs Ford & Co and Messrs Bemrose & Sons Ltd and In re The Arbitration Act, 1889 appl of Bemrose & Sons Ltd from judgt of Justices Kennedy and Phillimore, dated April 30, 1901 May 11
 Frangopol & Co v Lomas & Co appl of plttf from judgt of Mr Justice Kennedy, dated April 23, 1901 May 13
 Nicholls v Parker & anr appl of defts from judgt of Mr Justice Wright, dated May 7, 1901 May 14
 The Property Exchange Ltd, applts v The Board of Works for the Wandsworth District, now The Mayor, Alderman and Councillors of the Metropolitan Borough of Wandsworth, respts (Crown Side) appl of applts from judgt of The Lord Chief Justice and Mr. Justice Lawrance, dated April 18, 1901 May 14
 In re an Arbitration between Cowley & Co of the one part and Thomas Morrison of the other part appl of Morrison & Co from judgt of Justices Kennedy and Phillimore, dated May 6, 1901 May 17
 In the Matter of an Arbitration between Henry Tyrer & Co of the one part and Hesler & Co, owners, of the other part appl of Hesler & Co from judgt of Justices Kennedy and Phillimore, dated May 2, 1901 May 20
 In the Matter of the Estate of William Campbell, dec, and In the Matter of the Finance Act, 1894 (Revenue Side) appl of petitioners from judgt of Justices Kennedy and Phillimore, dated May 7, 1901 May 21
 Day and anr v Powell and anr appl of plttf from judgt of Mr Justice Channell, dated April 19, 1901, without jury, Middlesex May 21
 Gros and ors v Barnett appl of deft from judgt of Mr Justice Grantham, dated May 22, 1901 May 22
 H Kaufhold v Moore (Crown Side) appl of plttf from judgt of Lord Chief Justice and Mr Justice Lawrance, dated May 9, 1901 May 23
 The London and Westminster Bank Ltd, applts v Frank Smith (Surveyor of Taxes), respt (Revenue Side) appl of applts from judgt of Justices Kennedy and Phillimore, dated May 15, 1901 May 23
 Rev G N Herbert, applt v J A M Quade (Surveyor of Taxes), respt (Revenue Side) appl of respt from judgt of Justices Kennedy and Phillimore, dated May 9, 1901 May 23
 Gates and ors v Bill appl of deft from judgt of Mr Justice Ridley, dated May 14, 1901, with a jury May 24
 The Caridad Copper Mining Co Ltd v Swallow appl of defts from judgt of Mr Justice Wright, dated May 14, 1901 May 24
 The Attorney-General v The Mayor, Alderman and Burgesses of the Borough of Eastbourne (Revenue Side) appl of defts from judgt of Justices Kennedy and Phillimore, dated May 10, 1901 May 25

FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

1900.

Matthews & ors v Colls & anr appl of plttf from order of Mr Justice Bucknill, dated June 13, 1900 (security ordered) June 26
 Dunlop Pneumatic Tyre Co Ltd & ors v Continental Caoutchouc Gutta Percha Co appl of deft from order of Mr Justice Day, dated Dec 6, 1900 (s.o.) Dec 12

1901.

Nelson v Rosenberg appl of deft from order of Mr Justice Day, dated March 18, 1901 (s.o. pending settlement) March 21
 The King v The General Commrs for Income Tax for the District of Clerkenwell (Crown Side) nisi for prohibition to assess income tax under Schedule D. Order nisi granted by Court of Appeal, April 16, 1901 (s.o. by order) April 17
 Underhill & anr v Lindon appl of deft from order of Mr Justice Day, dated March 25, 1901 (security ordered)
 Vigo v Vigo appl of plttf from order of Mr Justice Day, dated April 20, 1901 Vigo v Vigo appl of plttf from order of Mr Justice Day, dated April 17, 1901 (s.o. till after Master's report) April 24
 Bernard Dicksee, applt v Frederick Charles Hoskins, respt (Crown Side) appl of applt from judgt of The Lord Chief Justice and Mr Justice Channell, dated April 25, 1901 (to be heard by 3 judges, by order) May 8
 The Welsbach Incandescent Gas Light Co Ltd v The Export Co appl of deft from order of Mr Justice Day, dated April 24, 1901 May 11
 Levy v Warburton appl of plttf from order of Justices Kennedy and Phillimore, dated May 2, 1901 May 16
 George Antoniadis v Joseph Melland Smith (H W Smith and Ellen Melland, clmta) Crown side appl of plttf from order of The Lord Chief Justice and Mr Justice Lawrance, dated May 10, 1901 May 20
 William Dovaston v T De la Bertauche & Thomas Byrne, Trustees of The Royal London Friendly Soc (Crown side) appl of plttfs from order of The Lord Chief Justice and Mr. Justice Wright, dated May 6, 1901 May 20
 Humphrys v Polak appl of plttf from order of Mr Justice Day, dated May 8, 1901 May 22
 Farquhar, North & Co v Edward Lloyd Ltd appl of defts from order of Mr Justice Day, dated May 17, 1901 May 22
 The King v The Justices of Sunderland (Crown side) appl of Thomas Salles Forster from order of The Lord Chief Justice and Mr Justice Lawrance, dated May 8, 1901 May 22
 Same v Same (Crown side) appl of Thomas Salles Foerster & ors from order of The Lord Chief Justice and Mr Justice Lawrance, dated May 8, 1901 May 22
 Anglo-Foreign Publishing Syndicate Ltd v Joseph appl of deft from order of Mr Justice Day, dated May 17, 1901 May 23
 The Absolute Assee Co Ltd v Warden appl of deft from order of Mr Justice Day, dated May 20, 1901 May 23
 Alman & ors v Oppert & ors appl of plttfs from order of Mr Justice Day, dated May 20, 1901 May 24

Duke of Bedford v Bromet appl of deft from order of Mr Justice Day, dated May 21, 1901 May 24
 Rofe & ors v Barking Urban District Council appl of defts from order of Mr Justice Day, dated May 21, 1901 May 25
 McCulloch & Co v Baum appl of defts from order of Mr Justice Day, dated May 23, 1901 May 25
 Welsbach & Co Ltd v Continental Incandescent Gas Light Co Ltd appl of defts from order of Mr Justice Day, dated May 21, 1901 May 25

FROM COUNTY COURT.

In re The Workmen's Compensation Act, 1897.

1900.

In the Matter, &c Margaret Bevan, applicant v Crawshaw Bros, Cyfarthfa Id, respts (Crown side) appl of respts from award of County Court (Glamorganshire, Merthyr Tydfil), dated July 12, 1900 Aug 1

1899.

In the Matter, &c Hainsborough (Administratrix, &c), applicant v Balli Bros, respts (Crown Side) appl of respts from award of County Court (Lancashire, Liverpool), dated Oct 23, 1899 (restored April 17, 1901) Nov 9

1900.

In the Matter, &c Daniel Ayres, applicant v. Richard Smith Buckridge, respt appl of respt from award of County Court (Middlesex, Brentford), dated Jan 31, 1901 (part heard March 13) In the Matter, &c William Wheale, applicant v The Rhymney Iron Co Ltd, respts (Crown Side) appl of respts from award of County Court (Monmouthshire, Tredegar), dated Feb 12, 1901 In the Matter, &c Daniel Jones, applicant v The Rhymney Iron Co Ltd, respts (Crown Side) appl of respts from award of County Court (Monmouthshire, Tredegar), dated Feb 12, 1901

The above three appeals to stand over till after judgment given in Lyson v Knowles, in the House of Lords (by order)

In the Matter, &c W E Jones (an infant) by William Williams next friend, applicant v Lawrence & Nicol, respts (Crown Side) appl of applicant from award of County Court (Lancashire, Liverpool), dated Jan 24, 1901 (s.o. generally) Feb 14

In the Matter, &c Thomas Treharne Howell, applicant v. Mordey, Carney & Co Ltd, respts (Crown Side) appl of applicant from award of County Court (Monmouthshire, Newport), dated Feb 14, 1901 March 5

In the Matter, &c Thomas Hughes, applicant v The Rhymney Iron Co Ltd, respts (Crown Side) appl of applicant from award of County Court (Monmouthshire, Tredegar), dated Feb 12, 1901 (security ordered) March 5

In the Matter, &c Daniel Williams, applicant v The Rhymney Iron Co Ltd, respts (Crown Side) appl of applicant from award of County Court (Monmouthshire, Tredegar), dated Feb 12, 1901 (security ordered) March 5

In the Matter, &c Sarah Ann John, applicant v The Albion Coal Co Ltd, respts (Crown Side) appl of applicant from award of County Court (Glamorganshire, Pontypidd), dated Feb 15, 1901 March 5

In the Matter, &c Alice Knight, applicant v William Cubitt & Co, respts (Crown Side) appl of respts from award of County Court (Middlesex, Brompton), dated Feb 18, 1901 March 8

In the Matter, &c Edward Ellis, applicant v William Cory & Son Ltd, respts (Crown Side) appl of applicant from award of County Court (Kent, Woolwich), dated Feb 27, 1901 (security ordered) March 12

In the Matter, &c Christopher McGrath, applicant v Robert Neill & Sons, respts (Crown Side) appl of respts from award of County Court (Lancashire, Manchester), dated Feb 21, 1901 March 14

In the Matter, &c Martin Reeks, applicant v Kynoch Ltd, respondents Crown Side appl of respt from award of County Court (Warwickshire, Birmingham), dated March 4, 1901 March 14

In the Matter, &c William Howells, applicant v Vivian & Sons, respondents Crown Side appl of respts from award of County Court (Glamorganshire, Neath), dated Feb 22, 1901 March 14

In the Matter, &c James Jones, applicant v The London & North Western Ry Co, respondents Crown Side appl of respts from award of County Court (Monmouthshire, Tredegar), dated Feb 12, 1901 March 19

In the Matter, &c James Bartlett, applicant v Sutton & Sons, respondents Crown Side appl of respts from award of County Court (Gloucester, Bristol), dated March 5, 1901 March 19

In the Matter, &c Henry Ellison, applicant v George Longden & Son, respondents Crown Side appl of respts from award of County Court (Yorkshire, Sheffield), dated March 7, 1901 March 20

In the Matter, &c Florence and Emily Wilmoth, infants (by their mother), Alice Wilmoth, applicants v John Paton, respt (Crown Side) appl of respt from award of County Court (Monmouthshire, Pontypool), dated March 13, 1901 March 27

In the Matter, &c William Lee, applicant v The Cortonwood Collieries Co Ltd, respts (Crown Side) appl of applicant from award of County Court (Yorkshire, Rotherham), dated March 22, 1901 March 29

In the Matter, &c Jane Pryce, applicant v The Penrhyber Navigation Colliery Co Ltd, respts (Crown Side) appl of respts from award of County Court (Glamorganshire, Aberdare and Mountain Ash), dated March 11, 1901 March 30

In the Matter, &c Ellen Fennell, applicant v The Tredegar Iron & Coal Co Ltd, respts (Crown Side) appl of applicant from award of County Court (Monmouthshire, Tredegar), dated March 13, 1901 April 2

In the Matter, &c Thomas Fitzpatrick, applicant v The Hindley Field Colliery Co, respts (Crown Side) appl of respts from award of County Court (Lancashire, Wigan), dated March 19, 1901 April 4

- In the Matter, &c Benjamin Evans, applicant v Penwyll Dinas Silicia Brick Co, respts (Crown Side) appl of respts from award of County Court (Brecknockshire, Brecknock), dated April 2, 1901 April 15
- In the Matter, &c Mary Thomas, applicant v Vivian & Sons, respts (Crown side) appl of respts from award of County Court (Glamorganshire, Swansea), dated March 27, 1901 April 16
- In the Matter, &c William Johnson, applicant v The Port of London Master Porters & Stevedoring Co ld, respts (Crown side) appl of respts from award of County Court (Middlesex, Bow), dated April 3, 1901 April 16
- In the Matter, &c Kate O'Keefe (widow) & John O'Keefe, applicants v Henry Lovatt, respts (Crown side) appl of applicant from award of County Court (Middlesex, Marylebone), dated March 28, 1901 April 18
- In the Matter, &c Gwennilian Griffiths, applicant v Nixon's Navigation Colliery Co ld, respts (Crown side) appl of respt from award of County Court (Glamorganshire, Aberdare and Mountain Ash), dated April 17, 1901 April 20
- In the Matter, &c William Higgins, applicant v Peninsular & Oriental Steam Navigation Co ld, respts (Crown side) appl of respt from award of County Court (Middlesex, Bow), dated April 15, 1901 April 27
- In the Matter, &c Mary Cattermole (widow), applicant v The Atlantic Transport Co ld, respts (Crown side) appl of respts from award of County Court (Middlesex, Bow), dated April 17, 1901 May 1
- In the Matter, &c Joseph George Purcell, applicant v George Grant, respt (Crown Side) appl of respt from award of County Court (Surrey, Wandsworth), dated April 15, 1901 May 2
- In the Matter, &c Lee Boardman, applicant v Scott & Whitworth, respts (Crown Side) appl of respts from award of County Court (Lancashire, Manchester), dated April 24, 1901 May 4
- In the Matter, &c William James George Harwood, applicant v H Abrahams (trading as E Abrahams & Co), respt (Crown side) appl of applicant from award of County Court (Middlesex, Bow), dated April 23, 1901 (security ordered) May 7
- In the Matter, &c The Craig Brick Co, applicants v Phillip Morgan Williams, respt (Crown Side) appl of respt from award of County Court (Glamorganshire, Swansea), dated April 24, 1901 May 13
- In the Matter, &c Clench & Co ld, applicants v William Threadgold, respt (Crown Side) appl of respt from award of County Court (Derbyshire, Chesterfield), dated April 26, 1901 May 17
- In the Matter, &c James Gibson, applicant v Price & Wills, respts (Crown Side) appl of respts from award of County Court (Lancashire, Lancaster), dated May 10, 1901 May 23
- N.B.—The above list contains Chancery, Palatine, and King's Bench Final and Interlocutory Appeals set down to May 25, 1901.

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

- July 1.—Messrs. BROWETT & TAYLOR, at the Mart, at 2:—Peckham-road: Four valuable Freehold main road shops, let at £80, £150, £50, and £50. Solicitors, Messrs. Blackford, Norton, & Smith, London.—Walthamstow: Compact Estate of Sixty-nine Freehold Houses, well-built and comprising almost an entire street; let at £1,630 18s. per annum. Solicitors, Messrs. Leslie, Antill, & Arnold, London. (See advertisements, June 22, p. 4.)
- July 2.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2:—Leadenhall-street, City: First-class Investment, comprising four exceptionally well-lighted office floors, with strong room; held for 50 years at £180 per annum, and let at £500 per annum. Solicitors, Messrs. Nannton & Son, London.—Shortlands, Kent: Modern detached Family Residence, with stabling and grounds of nearly an acre; with possession. Solicitor, W. Hubert Smith, Esq., London.—Brixton: About 1a. 0r. 5p. of ornamental garden ground; held for 24½ years at £5 10s., and let at rents amounting to £56 14s. per annum. Solicitor, W. Hubert Smith, Esq., London.—Mile End-road: Block of Freehold Property, nearly an acre in extent, comprising four dwelling-houses, two cottages and large factory premises, with frontage of about 90ft. 6in. to Redman's-road, within a few yards of the Mile End-road. Solicitors, Messrs. Darley & Cumberland, London. (See advertisements, June 8, p. 3.)
- July 2.—Messrs. NOTT, CARTWRIGHT, & ETCHE, at the Falcon Hotel, Clapham Junction, at 7 p.m.: Right Shop at Balham, Four Shops at Wandsworth, Four Villas at Wandsworth, Twenty Villas at Wandsworth, Ten Houses at Tooting. Solicitors, Messrs. Mullens & Bonquet, London.—Sixteen Weekly Houses at Streatham, Seven Shops and Houses at Battersea, Two Corner Shops at Streatham, Freehold Ground-rent of £100 per annum at Streatham. Solicitors, Messrs. Taylor, Willocks, & Lemon, London.—Freehold Shops at Wimbledon. Solicitors, Messrs. Bellard & Covey, London. (See advertisements, this week, p. 632.)
- July 3.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—Enfield: Freehold Residential Property, 19½ acres in extent, title free and land tax redeemed, distinguished as Woodbury, Clay Hill, 1½ miles from the Great Northern and Great Eastern Railway Stations. Solicitors, Messrs. Clapham, Finch, & Co., London.—Kensington: Short Leasehold Investment, producing £135 4s. Solicitor, H. Dugdale Cykes, Esq., Enfield Town.—(Re The B.itch Henric Laundry Machinery Co., Limited (in Liquidation)). Fulham-road: Valuable Freehold Factory Premises, No. 62½, Fulham-road, close to Fulham-green Station. Solicitors, G. J. Fowler, Esq., London, and Messrs. W. Fry & Son, Dublin. (See advertisements, this week, p. 634.)
- July 3 and 4.—Messrs. HUMBERT & FLINT, at the Mart, at 2:—Camden Town and Kentish Town: Freehold Ground-rents, amounting to £425 per annum, with early reversion to the rack-rents, approximating £15,500 a year, the whole forming part of the Hawley Estate. Solicitors, Messrs. Frost, Chalmers & Co., London.—Camden: The Hestermount Estate, 35 acres, adjoining the Military College, on the outskirts of Camden, and just over a mile from the station. Solicitors, Messrs. Maude & Tunnicliffe, London. (See advertisements, June 8, p. 7.)
- July 4.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—
- REVERSIONS:**
- To One-third of Railway and Colonial Government Stock, value £4,900; lady aged 81. Solicitors, Messrs. Winterbothams & Gurney, Cheltenham.
- To a Trust Fund represented by Colonial Government Stock &c., value £5,690; lady aged 65. Solicitors, Messrs. A. Goodman, Esq., Brighton; and Messrs. Venn & Woodcock, London.
- To Six Twenty-fifths of Trust Estates, producing £490 per annum; ladies aged 63 and 64. Solicitor, Claude S. Lermite, Esq., London.
- To a Moiety of £3,007, North British Railway Stock; lady aged 69, provided a lady aged 42 survive her. Solicitors, Messrs. Richards & Nightingale, London.
- To One-fourth and other Shares of a Trust Fund, value £18,000; ladies aged 80 and 83, and gentlemen aged 67 and 63. Solicitors, Messrs. Richards & Nightingale, London.

- To One-twelfth of a Trust Estate, value £47,000; gentleman aged 63. Solicitor, Frank C. Bidley, Esq., London.
- POLICY for £500** Solicitors, Messrs. Surman & Quekett, London.
- SHARES, DEBENTURES, &c.** Solicitors, Messrs. Tippetts, London.
- (See advertisements, this week, back page.)
- July 4.—Messrs. O. C. & T. MOORE, at the Mart, at 2:—Leasehold Properties at Hackney, Poplar, Limehouse, Stepney, and Bermondsey; rental value nearly £1,000 per annum. Solicitors, Messrs. Joseph & Hyam, London.—Freehold Investments at Leyton, Manor Park, East Ham, Poplar, and Stratford. Solicitors, Messrs. Stones, Morris, & Stone, London. (See advertisements, June 8, p. 9.)
- July 4.—Messrs. NOTT, CARTWRIGHT, & ETCHE, at the Mart, at 2 p.m.:—Beneficial Lease at Westminster, shewing a profit of £75 per annum. Leasehold Dwelling House at Fimlico, producing over £73 per annum; also a Private House of the value of £55 per annum. Solicitors, Messrs. Velding, Piper, Talack, & Davies, London.—Dwelling House at Westminster, let at £94 per annum; Dwelling House at Fimlico, let at £26 per annum. Solicitors, Messrs. Trollope & Winckworth, London.—Double-fronted Residence at Balham, near the railway station; vacant possession. Solicitors, Messrs. Evans, Foster, & Wadham, London. (See advertisements, this week, p. 632.)
- July 4.—Messrs. STIMSON & SONS, at the Mart, at 2:—Well-secured Freehold Ground-rents at Aldershot, Finsbury Park, and Victoria Docks. Solicitors, Messrs. Edwards, Heron, & Co., London. (See advertisement, June 8, p. 8.)

RESULT OF SALE.

Messrs. C. C. & T. MOORE sold at the Auction Mart, on the 27th June, the Freehold Premises, "Kent Wharf," Great Cambridge-street, Hackney-road, for £3,350; four Houses in Holms-street, in the same district, for £1,910; and eight Freeholds in Elmouthe-place, Mare-street, Hackney, for £2,350. The Freehold Residence, "Osborne House," Loughton, realized £1,800, and four Shops in the Mile End-road £2,890. Their total was £13,150.

WINDING UP NOTICES.

London Gazette.—FRIDAY, JUNE 21.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

- BONTY GOLD MINES, LIMITED**—Creditors in Europe are required, on or before July 31, and elsewhere on or before Sept. 17, to send their names and addresses, and the particulars of their debts or claims, to Edward Wells, 65, Coleman-st., Stammers, Basinghall-st., solitor for liquidators.
- CHEQUE BANK, LIMITED**—Creditors in the United Kingdom are required, on or before Aug. 2, and beyond the United Kingdom on or before Aug. 16, to send their names and addresses, and the particulars of their debts or claims, to Gordon Hargrove Rodley and Duncan Frederick Baden, 95, Palmerston-bldg., Old Broad-st.
- MURCHISON ASSOCIATED GOLD MINES, LIMITED**—Creditors are required, on or before Aug. 1, to send their names and addresses, and the particulars of their debts or claims, to William Fenton Pugh, 11, Queen Victoria-st., Parker & Co., St. Michael's Rectory, Cornhill, solitors for liquidator.
- NINE REPS CO., LIMITED**—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Alfred Neustein, 7, Queen-st. place. Francis & Johnson, Great Winchester-st., solitors for liquidator.
- WORTHING AND DISTRICT BILL-POSTING AND ADVERTISING CO., LIMITED**—Creditors are required, on or before July 24, to send their names and addresses, and the particulars of their debts or claims, to Arthur Warr King, Townhall-chbrs, Gravesend.
- ZULULAND SYNDICATE, LIMITED**—Creditors are required, on or before Aug. 10, to send their names and addresses, and the particulars of their debts or claims, to Walter Warner Wright, 46, Broad-st. avenue.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

- ATLAS COPPER SYNDICATE, LIMITED**—Peta for winding up, presented June 15, directed to be heard at the Assize Courts, Strangeways, Manchester, on Monday, July 8, at 10.30. Bowden & Widdowson, 19, Brazenose-st., Manchester, petar's solitors. Notice of appearing must reach the above-named not later than 3 o'clock in the afternoon of July 6.

London Gazette.—TUESDAY, JUNE 25.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

- A 1 BOOT CO., LIMITED (IN VOLUNTARY LIQUIDATION)**—Creditors are required, on or before July 24, to send their names and addresses, and the particulars of their debts or claims, to W. M. Richards, Belvoir-st., Leicester. Mellor & Coleman, 12, Coleman-st.; Neave & Bretherton, Outer Temple, Strand, solitors for liquidators.
- ANGLO-AMERICAN SECURITIES CO., LIMITED**—Peta for winding up presented June 20, directed to be heard on July 9. Hickman & Dickson, 6, Serle-st., Lincoln's Inn, petar's solitors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 8.
- BULYTONKIN SUN DIAMOND MINE, LIMITED (IN LIQUIDATION)**—Creditors are required, on or before Aug. 1, to send their names and addresses, and the particulars of their debts or claims, to Julius Wilson Hetherington Byrne, 81, Gracechurch-st.
- BURY STEAM TUG CO., LIMITED**—Creditors are required, on or before July 5, to send their names and addresses, and the particulars of their debts or claims, to Alexander Smith, Pembrey, South Wales.
- CITY OF LONDON GOLD MINES, LIMITED**—Creditors are required, on or before Oct. 22, to send their names and addresses, and the particulars of their debts or claims, to George Meyers, 145, Palmerston-bldg., Bishopsgate-st. Within.
- DUNCAN MINES, LIMITED (IN LIQUIDATION)**—Creditors are required, on or before July 24, to send their names and addresses, and the particulars of their debts and claims, to William McEwen, Monument-sq. chbrs. Sims, 57, New Broad-st., solitor for liquidator.
- GODDON, LIMITED**—Creditors are required, on or before Aug. 1, to send their names and addresses, and the particulars of their debts or claims, to Turner, Rodgers, & Myatt, 17, King-st., Cheap-side, solitors to Robert Davis Gerrard, 53, Rededsale-st., liquidator.
- JOSEPH KITCHER (ARMLEY), LIMITED**—Creditors are required, on or before July 18, to send their names and addresses, and the particulars of their debts and claims, to C. E. Chambers, Steam Mills, Armley, Leeds. Lupton & Fawcett, solitors for liquidator.
- METROPOLITAN MOTOR MANUFACTURING CO., LIMITED**—Creditors are required, on or before Aug. 3, to send their names and addresses, and the particulars of their debts or claims, to George Adams, 6, Crescent id, Plaistow.
- PRESTON SPICE AND VARNISH CO., LIMITED**—Creditors are required, on or before Aug. 5, to send their names and addresses, and the particulars of their debts or claims, to W. H. Ainsworth, 11, Winckley-st., Preston.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Tested and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 25 years. Telegrams, "Sanitation," London. Telephone, "No. 316 Westminster."—[ADVT.]

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, JUNE 4.

ALLEN, JOHN GEORGE, Exeter July 5 Harker & Son, Brighton
 AMBROSE, LEONARD NIX Swatham Prior, Cambridge June 5 Wootton, Cambridge
 AVERY, ERNEST AUGUSTUS, Plymouth, Provision Dealer June 23 Bickle & Wilcock, Plymouth
 BARRACLOUGH, WILLIAM, Bradford July 1 Farrar & Crowther, Bradford
 BILBY, WILLIAM PETER, 48 Northboro, Norfolk, Butcher July 5 Palmer, Norwich
 BIVIS, WILLIAM, Birmingham, Coal Merchant June 24 Hargreave & Heaton, Birmingham
 BRIGHT, Canon WILLIAM, DD, Christ Church, Oxford July 12 Morrell & Son, Oxford
 BRUCE, Lady AUGUSTA GEORGIANA SOPHIA BRUDENELL, Carlton House terr, Pall Mall July 1 Nichol & Co, Howard st
 CROWTHER, BENJAMIN, Huddersfield July 1 Armitage & Co, Huddersfield
 DAVIES, ROBERT, Hardwicke Grange Farm, Hadnall, Salop, Farm Bailiff June 30 Salt & Sons, Shrewsbury
 DIXON, JOHN, Carlisle Hushwaite, Thirk, Yorks, Blacksmith June 8 Richardson & French, Thirk
 DODDS, HANNAH, Blackheath July 3 Bridgman & Willocks, College hill, Cannon st
 EVANS, GEORGE, Richmond July 13 Goddard & Co, Cornhill
 FORD, JANE, Redditch, Bristol July 13 Barry & Harris, Bristol
 GAZELEY, Rev ROBERT COURT, Bath July 17 Dyer, Bath
 HALFORD, SIMON, Albert Hall mansions, Kensington Gore July 17 Barnes & Bernard, Finsbury cir
 HEART, MARY, Bexhill on Sea July 1 Herbert, Burlington gds
 HOLLEN, JOHN, Reprick, nr Greenhagh, Lancs, Farmer July 1 Gaultier, Kirkham
 HUMPHREYS, JOHN, Rayton of the Eleven Towns, Salop July 1 Jackson, Oswestry
 HYATT, GEORGE, West Lydford, Somerset June 3 Dikken, Wimborne
 LAMB, JOHN ROBERT, Birchington, Kent, Grocer July 1 Sankey, Margate
 MACK, WILLIAM DURANT, Liverpool, Steamship Owner July 4 Hill & Co, Liverpool
 MATTHEWS, THOMAS, Chigwell Bow, Essex July 15 Baddeleys & Co, Leadenhall st
 MILLS, ALBERT EDWARD, Imperial mansions, Charing Cross rd, Hatter July 15 Miller, Gracechurch st
 NICOL, JAMES MD Llandudno July 1 Chamberlain & Johnson, Llandudno
 RAGGETT, JAMES HERBERT, Kensington House, Kensington ct, Stout Merchant July 15 Stammers, Basinghall st
 RAYBOULD, ARTHUR JAMES, Birmingham July 4 Dale & Co, Birmingham
 ROLATER, HUGH, Dover July 6 Stilwell & Harby, Dover
 SIMPSON, FREDERICK ARNOLD, and WALTER WAITE, Builders, Walton on Thames June 22 Clarke, Walbrook
 SMITH, JOHN, Selby, Yorks Aug 1 Parker & Parker, Selby
 SWIFT, ANN, Hillabro, nr Sheffield July 1 Smith & Co, Sheffield
 SWIFT, LIONEL, Hoxton st, Hoxton, Bedding Manufacturer July 13 James & James, Ely pl, Holborn circ
 TATLOCK, JOHN, Upper Clapton, Dentist July 1 Algar, Abchurch in
 TAYLOR, ALICE, York July 17 Turner, York
 THORNTON, WILLIAM, Southend on Sea, Waterman July 6 B & F Tolhurst & Cox, Southend on Sea
 THORP, WILLIAM FRANCIS, North Shields, Circus Proprietor July 1 Bramwell & Bell, North Shields
 TURNER, WILLIAM, Stoke upon Trent, Commission Agent June 20 Marshall & Ashwell, Stoke upon Trent
 WAUD, FANNY, Barkston gds, Earl's Court June 30 Norton & Co, Victoria st, Westminster

London Gazette.—FRIDAY, JUNE 7.

ASHBY, CAROLINE, Peterfield, Hants June 24 Hurd & Son, Bucklersbury
 BENNETT, JOHN NICHOLAS, Kadina, S Australia July 1 Blyth & Co, Gresham House
 BIEDERMANN, ALFRED, Throgmorton av July 10 Dawes & Sons, Angel ct, Throgmorton st
 BOWYER, SARAH, Pickering, Yorks July 22 Whitehead, Pickering
 BUTLER, FREDERICK, Eritch, Kent, Engineer July 15 Stone, Finsbury pavement
 CAPEL, MARY, St Leonards on Sea July 10 Walls & Stallard, Old Jewry
 CLARK, JAMES, York July 8 Kay, York
 COLDWELL, JOHN, Throgmorton, nr Sheffield, Farmer July 1 Laycock & Skinner, Sheffield
 COPEMAN, WILLIAM, Norwich, Licensed Victualler July 15 Sadd & Bacon, Norwich
 COX, ANNIE ELIZABETH, Llandudno July 1 Chamberlain & Johnson, Llandudno
 DARLING, THOMAS, Southend on Sea Aug 1 Saxton & Son, Queen Victoria st
 DUKES, HENRIETTA, Queen's gds, Hyde Park Aug 4 Tylee & Co, Essex st, Strand
 EDWARDS, GEORGE, Portsmouth Park hill July 4 Westbury & Co, Old Broad st
 ELLI, SARAH, Egham, Surrey July 31 Jackson & Jackson, Devizes
 EVANS, ELIZA, Ankerly July 20 Price & Sons, Walbrook
 FISHER, WILLIAM, Aberystwyth Monmouth July 4 Watkins & Co, Pontypool
 GARDNER, JANE ALISTON, Hambleton, nr Foulton le Fyde, Lancs July 15 Miller & Co, Liverpool
 GARRETT, CHARLES, Frome June 25 Ames & Son, Frome
 GRAHAM, THOMAS, Liverpool, Ship's Steward July 10 Bales & Mountain, Grimsby
 GOULD, ELIZA, Petworth, Sussex July 10 Brydons & Pitfield, Petworth
 GREEN, SAMUEL, 35 Smith's ln, Auctioneer July 16 Aylwin & St Swithin's ln
 HALLGOS, MARGARET, Ditton, nr Widnes, Lancs July 7 Peters, Widnes
 HOLLIER, WILLIAM, sen, West Bromwich, Staffs, Plumber July 8 King & Mills, Birmingham
 HOPKINS, ISRAEL CHAMBERLAIN, Regent's Park rd, St Pancras July 10 R F & CL Smith, Lincoln's inn fields
 HYLOP, ELIZABETH, Leicester July 10 Toller & Co, Leicester
 JERLAND, SUSANNAH, Wisar July 10 Johnsons & Co, Birmingham
 JENKINS, JOHN, Newport, Mon July 4 Evans, Newport
 KETTER, MARY ANN ELIZABETH, Birmingham July 10 Cousins & Co, Cardiff
 LAMBTON, Major Gen FREDERICK WILLIAM, Belgrave mans, Grosvenor gds July 15 Radcliffe & Co, Craven st, Charing Cross
 LANE, WILLIAM, Gulsburgh, Yorks June 29 Carrick, Stokeley
 LOCKSTONE, JANE MAUDE, Bath July 13 Forrester & Motr, Malmesbury
 LUCOCK, MARY, Headingley, Leeds July 23 Nelson & Co, Leeds
 MERRITT, HENRY WALTER, Penrebychan Hall, Denbigh July 15 Burne & Wyke, Lincoln's inn fields
 MONLEY, MARY, Lexington July 17 Upton & Co, Austin Friars
 MOORE, HELEN, Tooting July 1 Hayward, Coleman st
 MOSLEY, THOMAS, Kingsley, Labourer June 25 Cull & Brett, Cheshire
 PARKER, ERNEST JAMES, Loughborough junction, Licensed Victualler July 15 Dade & Co, Basinghall st
 PIKE, JOSEPH, Audenshaw, Lancs, Undertaker June 24 Richards & Hurst, Ashton under Lyne
 PRIME, MARY ANN, Nottingham July 1 Burke & Jackson, Nottingham
 PRINCE, JOHN, Penkull June 14 Cull & Brett, Cheshire
 REEVES, ESTHER, Newdigate, Surrey July 1 Hart & Co, Dorking
 SACAR, GEORGE, Fadhlan, Lancs, Bookkeeper June 29 Nowell & Co, Burnley
 PAUL, ROBERT VON DER, Bognor, Merchant July 1 Staufford & Staufford, Bognor
 SAUNDERS, FREDERICK GEORGE, Garsham, Oxford July 31 H & C Collins, Reading
 STANFIELD, GEORGE, Rochdale July 6 Chadwick, Rochdale
 SUMNERSON, BENJAMIN RICHARDSON, Brackley, Northampton, Engineer July 16 Philippon & Turnbull, Newcastle upon Tyne
 THORBURN, CHARLES, Woodstock July 10 Roper & Whately, Lincoln's inn fields
 WILLIAMS, EMMA, Rhyll, Flint June 24 Gamlin & Williams, Rhyll

WOOD SYDNEY, Herne Bay July 15 Field & Co, Lincoln's inn fields
 WOODHEAD, ANN, Halifax July 20 Storey & Co, Halifax
 WYCHERLEY, RICHARD, Market Drayton, Salop, Hotel Keeper June 24 Garside, Market Drayton
 YOUNG, ROBERT, Oxted, Surrey July 13 Rooke & Delacombe, Oxted

London Gazette.—TUESDAY, JUNE 11.

AUGHTON, HENRY, Birkdale, Lancs August 31 Wilmot & Hodge, Southport
 BELL, WALLACE, Greenhead, Halthwaite, Northumberland July 14 Blackburn & Main, Chesterfield
 BELL, WILLIAM, Birkenhead, Builder July 10 Newman, Liverpool
 CAMPBELL, ALFRED COCKERAN, Thames Ditton, Surrey, Lieut Lothian and Berwick Yeomanry July 8 Lee & Pemberton's Lincoln's inn fields
 CHANDLER, FREDERICK LEWIS, Cornwall rd, Notting Hill, Provision Dealer July 15 Dunkerton & Son, Bedford row
 CHRISTIAN, SARAH, Hove July 15 Davidson & Morris, Queen Victoria st
 CLARK, MARY, Newcastle upon Tyne July 23 Philippon & Turnbull, Newcastle upon Tyne
 CRAVEY, GEORGE, Hampthwaite, Farmer July 10 England & Son, Goole
 CRICK, CAROLINE, West Norwood July 13 Holder & Wood, Chapside
 DOYLE, ELIZABETH, Leicester July 11 Harvey & Clarke, Leicester
 DRING, MARY ANN, Kingston upon Hull July 9 Mossop & Mossop, Long Sutton, Lincs
 FORDHAM, PERCY FREDERICK, Royston July 6 Wortham & Co, Royston
 GIBBINS, SOPHIA JANE Southsea August 3 Prior, Portsmouth
 HADDOY, JAMES REMINGTON, Devizes August 17 Freshfields, New Bank bldg, Old Jewry
 HAMILTON, CHARLES BIRKENHEAD July 10 Newman, Liverpool
 HARMICK, STEPHANIE ROSABEL, Southsea July 23 Parker & Co, St Michael's Rectory, Corgell
 HEAP, MARY, Haslingden July 19 Whitaker & Hibbert, Haslingden
 HEBLOCK, GEORGE, Swanage, Farmer July 31 Slade, Swanage
 HUTCHINGS, WILLIAM HENRY, Redburn st, Chelsea July 1 Webster & Webster, Lincoln's inn fields
 HUTCHINSON, WILLIAM HENRY, Old Basford, Nottingham July 13 Clifton, Nottingham
 HUTCHISON, WILLIAM WARD SUTTON, South Shields, Engineer June 30 Smith, South Shields
 JACKSON, THOMAS SCARIBRICK, Liverpool July 5 Jackson, Liverpool
 JENKINS, WILLIAM Tunbridge Wells Aug 1 Stone & Co, Tunbridge Wells
 KER-FOX, EMMA ELIZABETH, Leeds, nr Maidstone July 19 A R & Steele, College hill
 LEA, ELIZABETH, Manchester July 6 Jordan & Bowden, Manchester
 MACIVER, MARY ANN, Allerton, Lancs July 10 Hill & Co, Liverpool
 MADIX, THOMAS, Derby, Farmer July 20 Jones & Middleton, Chesterfield
 MEWBURN, JOHN CLAYTON, Ewell rd, Surbiton, Chartered Patent Agent July 15 Morgan & Co, Old street
 MORRELL, MATTHEW, New Whittington, nr Chesterfield July 8 Jones & Middleton, Chesterfield
 NAPER, EMILY, Woburn Green, Sussex July 30 Woodbridge & Co, Serjeant's inn, Fleet st
 NOAKES, DAVID, Brabourne grove, Peckham July 10 Howard & Shelton, Moorgate
 NORMAN, ELIZABETH SOPHIA, Heale, Yorks August 6 England & Co, Hull
 PALMER, THOMAS, Carlisle August 2 Sewell, Carlisle
 PRICE, FREDERICK WALTER, Delany, Wicklow July 31 Tylee, Clement's inn, Strand
 REYNOLDS, JAMES, Bath August 31 Tarr & Sons, Bristol
 ROSE, ROBERT, Sutton, Lincs, Farmer July 9 Mossop & Mossop, Long Sutton
 SCOTT, WILLIAM GEORGE, Plumstead Common July 31 Marchant & Co, College st
 SIEKES, WILLIAM, Stocksbridge, nr Sheffield, Timekeeper July 6 Charles & Terry, Bedford
 TAYLOR, ELIZABETH, Eccles July 37 Earle & Co, Manchester
 TEASDALE, SARAH, West Kirby July 24 McKenna, Liverpool
 TURNER, THOMAS, Norton le Clay, nr Boroughbridge, Yorks July 23 Wise & Son, Ripon
 WALL, PATRICK JOSEPH, Central Meat Market July 8 Linnett & Co, Stone bldg, Lincoln's inn
 WALMSLEY, JANE, Knaresborough, Yorks July 8 Gilling, Harrogate
 WOOD, ANNA HARVEY, Oakmoor, Staffs June 20 Cull & Brett, Cheshire, Stoke on Trent

London Gazette.—FRIDAY, JUNE 14.

ANDREWS, CHARLES HENRY, Seymour pl, Edgware rd, Licensed Victualler July 14 Mott & Son, Bedford row
 APPLEYARD, Rev WILLIAM, Belper, Derby August 1 Chadwick & Sons, Daresbury
 ASHDOWNE, GEORGE, Watrooville, Hants, Government Contractor July 31 Kent, Portsmouth
 ARDEN, ROBERT, Preston July 20 Forshaw & Parker, Preston
 BACLAND, ELIZABETH SHARP, Leatherhead July 24 Baileys & Co, Berners st
 BRADY, Rev FREDERICK COMINGS, Wexford, nr Lichfield, Staffs June 28 Redmayne, Lichfield
 BOOKHAM, THOMAS, Lan-downe rd, Charlton July 28 Farlow & Jackson, Ingram ct, Aushland
 BURN, THOMAS, Howden le Wear, Durham, Innkeeper June 28 Jennings, Bishop Auckland
 CALVERT, ELLEN, West Acklam July 31 Elliott, Stockton on Tees
 CLIFFORD, SAMUEL WALTER, Bradford Aug 1 Gaunt & Co, Bradford
 COCKERILL, ROBERT, Scarborough, Farmer July 27 Turnbull & Son, Scarborough
 COOKE, WILLIAM JOHN, Malden, Essex July 31 Algar, Abchurch in
 COOPER, CAROLINE COOPER Taddington, Beds August 1 Tanqueray, Woburn, BSO, Beds
 COOPER, JAMES KEMPT, Surbiton July 15 Simpson & Bowen, Princess st, Bank
 DEPERRELL, OCTAVE HIPPOLYTE, Rue de la Victoire, Paris July 15 Redders & Higge, Mincing ln
 DIGHT, MAURICE LOUIS, Birmingham, Optician June 30 Davis, Birmingham
 DURRANT, BENJAMIN, Baker st, St Marybone July 15 Fox, St Mary's sq, Paddington
 DURRANT, MARY BYRANSTON sq, Marylebone July 15 Fox, St Mary's sq, Paddington
 EDWARDS, FANNY, Birmingham July 14 Reece & Harris, Birmingham
 EDWARDS, WALTER ADKINS, Birmingham, Cabinet Maker July 14 Reece & Harris, Birmingham
 EVANS, EDWARD, Quaker's yd, Glam, Labourer July 14 Watkins & Co, Pontypool
 FRANCIS, SARAH ANN DUNKIN, Illey, Oxford July 15 Francis & Calder, Adelaide pl, London Bridge
 FRANKS, GEORGIANA JUDY, Weymouth July 20 Nichol & Co, Howard st
 FILLITER, HENRY, Wareham, Dorset July 31 Filliter & Son, Wareham
 GRAY, GEORGE FREDERICK, Ludgate hill, Solicitor July 10 Gray & Co, Ludgate hill
 GRAY, WILLIAM, Earlswood, Shirenewton, Mon July 6 Morgan & Co, Chesham
 GORDON, EWERETTA ROSA, Bourne mouth July 1 Foyer & Hordern, Essex st, Strand
 HARDWICK, JAMES BURNLEY, Ironmonger July 31 Whittingham, Burnley
 HENDERSON, ELIZABETH, southdown, Gt Yarmouth July 11 Draper, Vincent sq, Westminister
 HICKSON, HANNAH, Welburn, Bulmer, Yorks July 31 Sargent, Pocklington
 HOWITT, MARY ANN, Lincoln July 15 Tweed & Co, Lincoln
 HUNT, WILLIAM, Hayes Timber Merchant July 20 Woodbridge & Sons, Uxbridge
 JEFFERIES, CHARLES SANFORTH, Clevedon, Somerset, Bookbinder July 17 Norris & Co, Bedford row
 JOHNSON, ELIZABETH, Manchester July 28 Chew & Co, Manchester
 JONES, THOMAS PARROTTER, Rowley Regis, Staffs July 13 Johnson, Dudley
 KENTON, JAMES, Frestwich, Lincs August 31 Grundy & Co, Manchester
 KNOWLES, TOWNLEY RUDY, Fishwick Hall, nr Preston August 1 Buck & Dickson, Preston
 LAWTON, HUGH, Woodview, Lythe, nr Whitby Aug 1 Pennington & Son, Lincoln's inn fields
 LONGLEY, JOHN NEWMAN, Dover, Licensed Victualler July 23 Mowll & Mowll, Dover
 LONGMAN, ANN MARIA, Wistrich, Dorset July 12 Andrews & Co, Dorchester
 LONGMAN, WALTER JAMES, Wistrich Dorset July 12 Andrews & Co, Dorchester

BEV. FRANK, Little Britain, Hotel Manager July 11 at 11.15 County court bldg, Cheltenham
 COOK, CHARLES THOMAS, Huntingdon, Saddler July 5 at 11.45 Law Courts, Peterborough
 DEER, ROBERT, Manchester, Furniture Dealer June 26 at 3.30 Off Rec, Byrom st, Manchester
 JEFFREY, THOMAS PAYNE, Lower Kennington In, Oilman June 26 at 11 Bankruptcy bldg, Carey st
 JONES, DAVID, Bridgend, Glam, Haulier July 5 at 10.15 117, St Mary st, Cardiff
 LEAF, ROBERT GEORGE LING, Stockton on Tees, Insurance Agent June 26 at 3 Off Rec, 8, Albert rd, Middlesbrough
 MATTHEWS, JOHN, Redruth, Cornwall, Mason June 27 at 12 Off Rec, Bowcawer st, Truro
 PATTISON, ROBERT WILLIAM, East Kirkby, Grocer June 26 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 PATER, WILLIAM, Bognor, Sussex, June 27 at 12 Bankruptcy bldg, Carey st
 PARSON, HERBERT, Matlock, Derby, Hay Dealer June 29 at 11 Off Rec, 47, Full st, Derby
 PETERIK, ARTHUR, South Audley at June 26 at 12 Bankruptcy bldg, Carey st
 PHILIPS, DANIEL, Tavistock sq, Commission Agent July 8 at 11 Bankruptcy bldg, Carey st
 PHILLIPS, BENJAMIN, Butch Wells, Brecon, Coal Merchant June 26 at 11, 1, High st, Newtown
 PRAGER, LOUIS, Hove, Sussex, Dentist June 27 at 3.30 Off Rec, 4, Pavilion bldg, Brighton
 PRINCE, BRITANNUS, Brighton, Accountant June 26 at 12 Off Rec, 4, Pavilion bldg, Brighton
 PRINCE, ARTHUR, Brynamore, Brecon, Baker June 26 at 3.15, High st, Merthyr Tydfil
 REXEY, JOHN, London rd, Hounslow, Dairyman June 26 at 12 Off Rec, 35, Temple chmbrs, Temple av
 REED, THOMAS, Radcliffe ter, Duke's rd, Actor July 1 at 11 Bankruptcy bldg, Carey st
 ROBERTS, ALOYSIUS, Liverpool, Merchant's Clerk June 23 at 12 Off Rec, 35, Victoria st, Liverpool
 RUTTY, JOHN, Bexhill on Sea, Draper Hastings Pet June 13 at 11.30 Off Rec, 35, Victoria st, Liverpool
 SELL, ARTHUR WILLIAMS, Oakhill rd, Putney, Surrey, Barrister at Law High Court Pet April 3 Ord June 14
 SINKIN, JAMES, Bolton Cigar Merchant Bolton Pet June 14 Ord June 14
 SIMPSON, SAMUEL MOSES, East Stone-house, Furniture Dealer Plymouth Pet June 15 Ord June 15
 TOMES, CHARLES WILLIAM, Yeovil, Somerset, Accountant Exeter Pet June 13 Ord June 13
 TONES, JOHN, Portsmouth Portsmouth Pet May 9 Ord June 12
 WAINE, ISAAC, Willenhall, Staffs, Lock Manufacturer Wolverhampton Pet May 22 Ord June 14
 WALKER, HENRY JOHN, Wednesfield, Staffs, Schoolmaster Wolverhampton Pet June 15 Ord June 15
 WHITE, ENOCH, Cambridge, Shoemaker Cambridge Pet June 13 Ord June 13
 WOBLE, JOHN, and JOHN WILLIAM YEATS YEATS, Manchester, Manufacturers' Agent Manchester Pet June 14 Ord June 14

Amended notice substituted for that published in the London Gazette of May 10:
 HUBBARD, ALEXANDER ROBERT, Richmond, Surrey, Butcher Wandsworth Pet April 11 Ord May 6
 Amended notice substituted for that published in the London Gazette of May 21:
 FLEMING, HENRY, Balham Wandsworth Pet April 17 Ord May 16
 Amended notice substituted for that published in the London Gazette of June 7:
 LEAF, ROBERT GEORGE LING, Stockton on Tees, Insurance Agent Stockton on Tees Pet June 3 Ord June 3

London Gazette.—FRIDAY, June 21.

RECEIVING ORDERS.

ALLEN, FREDERICK WILLIAM, Hereford, Hotel Keeper Hereford Pet June 17 Ord June 17
 BENNETT, HENRY STURGEON, Yeovil, Somerset, Butcher Yeovil Pet June 17 Ord June 17
 BOOTH, ARTHUR, Brentcliffe, Morley, Yorks, Blacksmith Dewsbury Pet June 17 Ord June 17
 BOUTON, DAVID HENRY, Lydiate Mill, Wilts, Beer-house Keeper Swindon Pet June 5 Ord June 19
 BRENNER, DONALD, Swansea, Hosier Swansea Pet June 18 Ord June 18
 BRIDGES, H COULSON, The Great Central Hotel, Marylebone, Lieut in R N High Court Pet May 13 Ord June 16
 BROOK, JOSEPH EDWIN, Grove rd, Mile End, Bow, Builder High Court Pet June 18 Ord June 18
 BUCHANAN, ROBERT, South Side, Clapham Common High Court Pet Oct 5 Ord June 18
 CLARK, THOMAS, Redruth, Cornwall, General Smith Truro Pet June 19 Ord June 19
 COOK, HERBERT KEMBALL, Marylebone rd High Court Pet May 10 Ord June 17
 DAVIES, DAVID MORGAN, Mynyddylwyn, Mon, Colliery Agent Newport, Mon Pet June 18 Ord June 18
 EATOCK, JAMES, CHARLES HENRY EATOCK, SAMUEL WRIGHT EATOCK, and THOMAS WINWARD EATOCK, Westthorpe, Lancs, Grocers Bolton Pet June 11 Ord June 17
 EDMONDS, ASPER, Swindon, Farmer Swindon Pet June 19 Ord June 19
 ELLIS, BENJAMIN, Norwich, Fruit Grower Norwich Pet June 8 Ord June 18
 FITTON, JOHN JAMES, Burnley, Clogger Burnley Pet June 19 Ord June 19
 FORRESTER, JOHN, Cobridge, Burnley, Staffs, Grocer Hanley Pet June 18 Ord June 18
 GERHIN, JOSEPH, Fenchester, Glam, Engine Driver Pontypool Pet June 18 Ord June 18
 HALL, EDWIN JAMES, and HUGH JOHN HALL, East Ferry rd, Millwall, Oil Merchants High Court Pet June 19 Ord June 19
 HATTON, WILLIAM, Bristol, Baker Bristol Pet June 18 Ord June 18
 HAYWARD, ALFRED, Swansea, Baker Swansea Pet June 19 Ord June 19
 JEFFREY, JAMES PHILLIPS, Winston, Durham, Grocer Newcastle on Tyne Pet June 17 Ord June 17
 JELMONT, CHARLES, Southampton, Refreshment house Keeper Southampton Pet June 17 Ord June 17
 JOHNSON, THOMAS JOSEPH, Birmingham, Licensed Victualler's Manager Birmingham Pet June 19 Ord June 19
 KING, MARY, Ongar, Essex, Schoolmistress Guildford Pet June 19 Ord June 19
 LOWENSTEIN, ADOLF, Queen Victoria st, Commission Agent High Court Pet Feb 16 Ord June 19

MCKAY, GEORGE VICKERS, Halifax, Baker Halifax Pet June 17 Ord June 17
 MIDDLEY, ALFRED, Hyde Chester, Grocer Ashton under Lyne Pet June 17 Ord June 17
 NIXON, STUART KENNETH, East Putney, Mercantile Clerk Wandsworth Pet June 18 Ord June 18
 PETHLEY, T, and JOHN RAYTON, Inverness ter, Baywater High Court Pet May 28 Ord June 19
 PHIPPS, ROBERT, Cardiff, Fish Dealer Cardiff Pet June 18 Ord June 18
 PICKFORD, JOSEPH, Gt Grimsby, Music Dealer Gt Grimsby Pet June 19 Ord June 19
 POWELL, WILLIAM, Eardisland, Hereford, Labourer Leominster Pet June 19 Ord June 19
 PRICE, EMMA PALFREY, Brynador, Rhayader, Radnor, Lodging House Keeper Newton Pet June 19 Ord June 19
 PROTHORPE, JOHN, Pontymister, Ricca, Mon, Beer Retailer Newport, Mon Pet June 19 Ord June 19
 RIDGWAY, BALDWIN LLEWELLYN, Macclesfield, Mechanic Macclesfield Pet June 18 Ord June 18
 ROFF, THOMAS HENRY, North End, Hampstead, Builder High Court Pet June 17 Ord June 17
 ROYCE, HENRY, jun, Gt Clacton, Essex, Farmer Colchester Pet June 17 Ord June 17
 SHARP, ALFRED, Brighouse, Yorks Halifax Pet June 17 Ord June 17
 THOMAS, ALFRED, Oswestry, Salop, Photographer Wrexham Pet June 19 Ord June 19
 THOMAS, DAVID, Aburthin, nr Cowbridge, Glam, Farmer Cardiff Pet June 8 Ord June 18
 WILLIAMS, JOSEPH JOHN HARRIS, Hayle, Cornwall, Fancy Dealer Truro Pet June 17 Ord June 17
 WILLIAMS, WILLIAM, Carnarvon, Bala, Bangor Pet June 19 Ord June 19
 WILSON, JOSEPH, Bridgewater, Somerset, Farmer Bridgewater Pet June 7 Ord June 19

Amended notice substituted for that published in the London Gazette of May 3:
 WARRING, THOMAS, Earlestown, Lancs, Plumber Warrington Pet April 23 Ord April 29

Amended notice substituted for that published in the London Gazette of June 14:
 KETLEY, ROBERT, Boreham, Essex, Farmer Chelmsford Pet June 11 Ord June 11
 FIRTH, ARTHUR, Castleford, Yorks, Painter Wakefield Pet May 31 Ord June 12

FIRST MEETINGS.

BEBBINGTON, EDITH ANNIE, Urnston, Lancs, Cycle Dealer June 28 at 3.30 Off Rec, Byrom st, Manchester
 CALDWELL, W M, Barmouth, Merioneth July 8 at 12.30 Townhall, Aberystwith
 CARRINGTON, WILLIAM, and ARTHUR CARRINGTON, Royston, Herts, Builders June 29 at 11.30 Off Rec, 6, Fenchurch, Cambridge
 COOK, HERBERT KEMBALL, Marylebone rd July 2 at 2.30 Bankruptcy bldg, Carey st
 EARL, HARRY EDWIN JOSEPH, Bedworth, Warwick, Traveller June 29 at 12.17, Hertford st, Coventry
 EATOCK, JAMES, CHARLES HENRY EATOCK, SAMUEL WRIGHT EATOCK, and THOMAS WINWARD EATOCK, Westthorpe, Lancs, Grocers July 1 at 3 Off Rec, Exchange st, Bolton
 EDWARDS, ALFRED, Chelmsford, Coal Dealer July 3 at 12 Shirehall, Chelmsford
 FRANCOIS, EDGAR HOWELL, Abergavenny, Mon, Butcher June 28 at 3.15, High st, Merthyr Tydfil
 FRUMIN, BARNET, Birkenhead, Tobacconist July 1 at 12 Off Rec, 35, Victoria st, Liverpool
 GEORGE, WILLIAM GEORGE, Kingston, Hereford, Machinist July 1 at 10.4 Corn sq, Leominster
 GODFART, H T, Wimbledon, Builder July 1 at 11.30 24, Railway app, London Bridge
 HEPPLE, JOHN, Oldham, Butcher July 2 at 12 Off Rec Bank chmbrs, Queen st, Oldham
 HURST, SYDNEY ROBERT, New sq, Lincoln's inn, Solicitor's Clerk July 2 at 12 Bankruptcy bldg, Carey st
 KERR, SARAH ANN, St Leonards on Sea, Lodging house Keeper July 9 at 5.30 County Court Office, 24, Cambridge rd, Hastings
 MCKAY, GEORGE VICKERS, Halifax, Baker June 29 at 2 Off Rec, Townhall chmbrs, Halifax
 MONCREIFFE, RONALD, Pall Mall July 2 at 11 Bankruptcy bldg, Carey st
 MOORES, JOSEPH, Yewdale, Baker July 1 at 3.30, Temple chmbrs, Temple av
 OWEN, WILLIAM, Woking, Engineer June 29 at 12.24, Railway app, London Bridge
 ROWLEY, WILLIAM JORDAN, Northampton, Manufacturing Confectioner June 29 at 12 Off Rec, Bridge st, Northampton
 ROYCE, HENRY, jun, Gt Clacton, Farmer June 28 at 11 Cups Hotel, Colchester
 SHARP, ALFRED, Brighouse, Yorks June 28 at 2.30 Off Rec, Townhall chmbrs, Halifax
 TAYLOR, WILLIAM WESTWORTH, Manchester, Yarn Agent June 28 at 3 Off Rec, Byrom st, Manchester
 THOMAS, DAVID, Aburthin, nr Cowbridge, Glam, Farmer June 29 at 12.30 117, St Mary st, Cardiff
 WHITE, WILKINER, Halifax, Oil Merchant June 29 at 3 Off Rec, Townhall chmbrs, Halifax
 WILLIAMS, JOSEPH JOHN HARRIS, Hayle, Cornwall, Fancy Dealer June 29 at 12 Off Rec, Bowcawer st, Truro
 WILSON, JOSEPH, Bridgewater, Somerset, Farmer June 29 at 11 W & Tamlia, High st, Bridgewater

ADJUDICATIONS.

ALLEN, FREDERICK WILLIAM, Hereford, Hotel Keeper Hereford Pet June 17 Ord June 17
 BENNETT, HENRY STURGEON, Yeovil, Somerset, Butcher Yeovil Pet June 17 Ord June 17
 BOOTH, ARTHUR, Morley, York, Blacksmith Dewsbury Pet June 17 Ord June 17
 BOYD, DANIEL, Oster Temple, Strand High Court Pet Feb 18 Ord June 17
 BRENNER, DONALD, Swansea, Hosier Swansea Pet June 15 Ord June 15

ADJUDICATIONS.
 ATTERBURY, JOHN HAMPTON, Southsea, Hants, Commission Agent High Court Pet May 15 Ord June 15
 BEBBINGTON, EDITH ANNIE, Urnston, Lancs, Cycle Dealer Balford Pet June 14 Ord June 14
 BEV, JACOB, Plymouth, Plumber Plymouth Pet May 4 Ord June 12
 BOLDROUSE, THOMAS, Wednesbury, Upholsterer Walsall Pet June 8 Ord June 13
 BRIDGES, CHARLES EDWARD, Dunstable, Beds, Fishmonger Luton Pet June 12 Ord June 15
 BROWN, RICHARD, Holborn, Licensed Victualler High Court Pet May 9 Ord June 14
 BUTLER, HENRY WILLIAM, Margate, Bricklayer Canterbury Pet May 15 Ord June 14
 CALDWELL, W M, Barmouth, Merioneth Aberystwith Pet April 4 Ord June 15
 CHALLIS, EDWARD GEORGE, Wandsworth, Grocer Wandsworth Pet May 30 Ord May 30
 CREAT, HENRY THOMAS, Uxbridge, Corn Factor Windsor Pet May 2 Ord June 12
 CURET, ALBERT GEORGE, Landport, Hants, Draper Portsmouth Pet June 12 Ord June 12
 DAVIES, WILLIAM, Mlandudno, Butcher Bangor Pet June 18 Ord June 18
 EDMONDS, WILLIAM THOMAS, Birmingham, Confectioner Birmingham Pet May 23 Ord June 12
 ELLIS, BENJAMIN, Oldbury, Worcester, Grocer West Bromwich Pet May 30 Ord June 13
 FRY, JAMES ALFRED, Liverpool, Ladies' Outfitter Liverpool Pet June 15 Ord June 15
 FRY, GILBERT, Preston nr Wellington, Salop, Farmer Madeley Pet June 10 Ord June 13
 FRISCO, EDGAR HOWELL, Abergavenny, Mon, Butcher Tredgar Pet June 13 Ord June 18
 GOSWAM, THOMAS PHILIP, Swindon, Plumber Swindon Pet June 14 Ord June 14
 GRAM, MORTON, Burton crescent, St Pancras, Auctioneer High Court Pet May 13 Ord June 7
 HARRIS, BENJAMIN, Newport, Men, Grocer Newport, Mon Pet June 3 Ord June 15
 HAY, FREDERICK WILLIAM, Stockton on Tees Stockton on Tees Pet June 19 Ord June 12
 HOG, SUSANNA, Rugeley, Barrow in Furness, Licensed Victualler Barrow in Furness Pet June 15 Ord June 15
 HUNTER, JANE, and ESTHER HUNTER, Blackpool, Milliners Preston Pet June 15 Ord June 15
 JONES, ERNEST ARTHUR, Dew, Spring Grove, Isleworth, Builder Brentford Pet May 22 Ord June 14

BROOK, JOSEPH EDWIN, Grove rd, Mile End, Bow, Builder High Court Pet June 18 Ord June 18
 CLARK, THOMAS, Redruth, Cornwall, General Smith Truro Pet June 19 Ord June 19
 DAVIES, DAVID MORRIS, Mynyddylwyn, Moos, Colliery Agent Newport, Mon. Pet June 18 Ord June 19
 DIBBLE, CHARLES HENRI, Strood, Kent, Plumber Rochester Pet June 4 Ord June 17
 EDMONDS, JASPER, Swindon, Farmer Swindon Pet June 19 Ord June 19
 ELLIS, BENJAMIN, Norwich, Fruit Grower Norwich Pet June 8 Ord June 19
 FINTH, ARTHUR, Castleford, Yorks, Painter Wakefield Pet May 31 Ord June 18
 FITTON, JOHN JAMES, Burnley, Lanes, Clogger Burnley Pet June 19 Ord June 19
 FORESTER, JOHN, Burslem, Staffs, Grocer Hanley Pet June 18 Ord June 18
 GETHIN, JOSEPH, Penrhiwceiber, Glam, Engine Driver Pantypridd Pet June 18 Ord June 18
 GODFREY, H. T., Wimbledon, Builder Kingston, Surrey Pet May 21 Ord June 13
 HATTON, WILLIAM, Bristol, Baker Bristol Pet June 18 Ord June 19
 HAYWARD, ALFRED, Swansea, Baker Swansea Pet June 19 Ord June 19
 HELM, FRANK CONRAD, Waterloo Hotel, Jermyn st, Financial Agent High Court Pet May 2 Ord June 16
 HOLLEBONE, HAROLD TRENCH, Southsea, Hants Portsmouth Pet June 4 Ord June 16
 JEFFERY, THOMAS EYNE, Lower Kennington la, Coloursman High Court Pet June 1 Ord June 16
 JEFFERY, JAMES PHILLIPS, Winstan, Durham, Grocer Newcastle on Tyne Pet June 17 Ord June 17
 JELMONI, CHARLES, Southampton, Refreshment House Keeper Southampton Pet June 17 Ord June 17
 KING, MARY, Ongar, Essex, Schoolmistress Guildford Pet June 19 Ord June 19
 KIRK, WILLIAM, Salford, Lanes, Grocer Salford Pet June 18 Ord June 19
 MCKAY, GEORGE VICARS, Halifax, Baker Halifax Pet June 17 Ord June 17
 MIDGLEY, ALFRED, Hyde, Chester, Grocer Ashton under Lyne Pet June 17 Ord June 17
 NIXON, STUART EMMETT, East Putney, Mercantile Clerk Wandsworth Pet June 18 Ord June 18
 PHILLIPS, BENJAMIN, Fendro, Fulth Well, Brecon, Coal Merchant Newport Pet June 10 Ord June 17
 PHIPPS, ROBERT, Cardiff, Fish Dealer Cardiff Pet June 18 Ord June 18
 PICKFORD, JOSEPH, Gt Grimsby, Music Dealer Gt Grimsby Pet June 19 Ord June 19
 POWELL, WILLIAM, Emdland, Hereford, Labourer Leominster Pet June 19 Ord June 19
 RIDGWAY, BALDWIN LEWELLYN, Maesfield, Mechanic Maesfield Pet June 18 Ord June 19
 ROFF, THOMAS HENRY, Hampstead, Builder High Court Pet June 17 Ord June 17
 ROMAN, R. I. Lombard st, Metallurgist High Court Pet Dec 12 Ord June 18
 ROWLEY, WILLIAM JORDAN, Northampton, Manufacturing Confectioner Northampton Pet May 11 Ord June 16
 ROYCE, HENRY, jun, Gt Clacton, Essex, Farmer Colchester Pet June 17 Ord June 17
 SHARP, ALFRED, Brighouse Halifax Pet June 17 Ord June 17
 THOMAS, ALFRED, Oswestry, Salop, Photographer Wrexham Pet June 19 Ord June 19
 VICARS, THOMAS, Norfolk st, Strand, Engineer High Court Pet April 30 Ord June 18
 WILLIAM, JOSEPH JOHN HARRIS, Hayle, Cornwall, General Fancy Dealer Truro Pet June 17 Ord June 17
 WILLIAMS, WILLIAM, Carnarvon, Brakesman Bangor Pet June 19 Ord June 19

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

THORNE, THOMAS BRIZLY Houghton (described in the Receiving Order as BRIZLY HOUGHTON THORNE), Upper Brook st High Court Rec Ord Aug 31, 1899 Adjud Sept 21, 1899 Rec and Annual June 18

London Gazette.—TUESDAY, June 25.

RECEIVING ORDERS.

BARTLETT, FREDERICK WILLIAM, Mitcham, Florist Croydon Pet June 18 Ord June 18
 CHANCE, JOHN ROBERT CLAYTON, Altenburg gdms, Lavender hill Wandsworth Pet May 31 Ord June 20
 DIXON, EPHRAIM, Featherstone, Yorks, Cycle Agent Wakefield Pet June 30 Ord June 30
 EVANS, JOHN EDWARD, Holyhead, Grocer Bangor Pet June 21 Ord June 22
 EVANS, MARY, Christchurch, Grocer Poole Pet June 21 Ord June 21
 GOODWILL, WILLIAM FOSTER Sutton on Forest, Yorks, Farmer York Pet June 19 Ord June 19
 GROVE, ALFRED, Kidderminster, Butcher Kidderminster Pet June 30 Ord June 30
 GUNN, ALEXANDER, Winsford, Grocer Crewe Pet June 21 Ord June 22
 GUY, GEORGE GRANT, Cardiff, Tug Boat Agent Cardiff Pet June 30 Ord June 30
 HANCOCK, PETER LLEWELLYN, Hakin, Pembroke, Ship-builder Pembroke Dock Pet May 30 Ord June 18
 HARDY, WILLIAM RAW NOOK, Low Moor, Traveller Bradford Pet June 22 Ord June 22
 HAZEL ALFRED, Old Kent rd, Tobacco Dealer High Court Pet May 25 Ord June 21
 JELMONI, FORTUNATO, Southampton, Refreshment house keeper Southampton Pet June 22 Ord June 22
 KELF JASPER JAMES, Hoo st, Walthamstow, Auctioneer High Court Pet June 30 Ord June 30
 LENNOX, WILLIAM BENNETT, B-imoral rd, Willesden Green, Commercial Traveller High Court Pet June 21 Ord June 21
 MADDOCK, JOHN HENRY, Southport, Upholsterer Liverpool Pet June 22 Ord June 23

MIDLAND, ALBERT, Newport, I of W, Ironmonger Newport Pet June 21 Ord June 21
 MUDD, ARTHUR EDWIN, Groton, Suffolk, Farmer Ipswich Pet June 21 Ord June 21
 PRADOCK JOHN, Welbury, Yorks, Joiner Northallerton Pet June 23 Ord June 23
 PICTON, PERCIVAL PRYCE, Ramsgate, Boarding House Keeper High Court Pet May 15 Ord June 19
 PIDCOCK G HAMILTON, Sandmere rd, Clapham High Court Pet May 29 Ord June 19
 ROBERTS, WILLIAM, Portway, Burghill, Herefords, Licensed Victualler Hereford Pet June 19 Ord June 19
 ROSE, DAVID SINCLAIR, Handforth, Cheshire, Licensed Victualler Stockport Pet June 21 Ord June 21
 SIMMONS, RICHARD ALFRED, Bristol, Licensed Victualler Bristol Pet June 21 Ord June 21
 SIMPSON, FREDERICK Kingston upon Hull Kingston upon Hull Pet June 21 Ord June 21
 SKINNER, JAMES, Stanningley, Leeds Leeds Pet June 19 Ord June 19
 SPRATLY, WILLIAM JAMES, Bridge rd, Hammermith High Court Pet May 31 Ord June 20
 SYMON, FRANK, and JAMES SYMON, CLINCH, Liverpool, Quilters Liverpool Pet June 21 Ord June 21
 TROTMAN, ARTHUR WILLIAM, North Nibley, nr Dursley, Glos, Coachbuilder Gloucester Pet June 21 Ord June 21
 VAN BOOYEN LEWY & Co, Leadenhall st High Court Pet May 15 Ord June 20
 WALMSLEY, JOHN, Rawdon, Yorks Leeds Pet June 21 Ord June 21
 WARD, ALFRED, New Brompton, Wheelwright Rochester Pet June 21 Ord June 21
 WEAVER, NICHOLAS JOSEPH, Biorbia In, Company Promoter High Court Pet May 7 Ord June 20
 WHELFORD, GEORGE BATES, Malton, Yorks, Surgeon's Book Keeper Scarborough Pet June 19 Ord June 19
 WILKES, ELI, Wolverhampton, Haulier Wolverhampton Pet June 30 Ord June 30

Amended notice substituted for that published in the London Gazette of May 24:

PROG, JOHN, Birmingham, Pianoforte Dealer Birmingham Pet April 16 Ord June 14

RECEIVING ORDER RESCINDED.

ROSS, JAMES, Liverpool, Medical Practitioner Liverpool Rec Ord June 1, 1900 Rec June 21

FIRST MEETINGS.

ASH, MABEL PATIENCE GENTLE, Handsworth, Grocer July 3 at 11 174, Corporation st, Birmingham
 BENNETT, HENRY STEPHEN, Yeovil, Butcher July 2 at 12 30 Off Rec, Badnash st, Salisbury
 BLAKE, EDWIN THOMAS, Fishponds, Bristol July 3 at 11 30 Off Rec, Baldwin st, Bristol
 BOOTH, ARTHUR, Morley, Yorks, Blacksmith July 2 at 11 Off Rec, Bank chambers, Batley
 BRIDGES, H. COLLIER, Gt Central Hotel, Marylebone, Lieut in HM Navy July 4 at 12 Bankruptcy bldg, Carey st
 BROOK, JOSEPH EDWIN, Grove rd, Mile End, Bow, Builder July 2 at 12 Bankruptcy bldg, Carey st
 BURRIDGE, CHARLES EDWARD, Dunsstable, Beds, Fruiterer July 3 at 12 Off Rec, Bridge st, Northampton
 CLARK, THOMAS, East Med. Redruth, Cornwall, General Smith July 2 at 12 Off Rec, Bonswan st, Truro
 ETCHES, LARGHOLD WILLIAM, Nottingham, Clothier July 9 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 GETHIN, JOSEPH, Penrhiwceiber, Glam, Engine Driver July 2 at 12 135, High st, Merthyr Tydfil
 GOODWILL, WILLIAM FOSTER, Sutton on Forest, Yorks, Farmer July 3 at 12 15, Off Rec, 28, Stonegate, York
 GUY, GEORGE GRANT, Cardiff, Tug Boat Agent July 4 at 11 117, St Mary st, Cardiff
 HANCOCK, GEORGE BENSHEW, Hanley, Decorator July 3 at 3 30 Off Rec, Newcastle under Lyne
 HATTON, WILLIAM BRISTOL, Baker July 3 at 11 45 Off Rec, Baldwin st, Bristol
 HESP, FREDERICK WILLIAM, Stockton on Tees July 10 at 3 Off Rec, 8, Albert rd, Middleborough
 HORNE, HENRY GEORGE, Birmingham, Electro Plater July 8 at 12 174, Corporation st, Birmingham
 JEFFERY, JAMES PHILLIPS, Winstan, Durham, Grocer July 2 at 11 30 Off Rec, 33, Mosley st, Newcastle on Tyne
 JELMONI, CHARLES, Southampton, Refreshment house Keeper July 5 at 3 Off Rec, 172, High st, Southampton
 JOSEPH, HYAM, New London st, Mark In, Solicitor July 3 at 2 30 Bankruptcy bldg, Carey st
 KETLEY, ROBERT, Boreham, Essex, Farmer July 3 at 3 Shirehall, Chelmsford
 LOCKWOOD, ALFRED ROBINSON, Norbiton, Surrey July 2 at 11 30 24, Railway app, London Bridge
 LUNDY, ALBERT JAMES, Gt Grimsby, Watchmaker July 2 at 11 Off Rec, 15, Osborne st, Gt Grimsby
 MIDGLEY, ALFRED, Hyde, Cheshire, Grocer July 3 at 2 30 Off Rec, Byrom st, Manchester
 OWEN, FREDERICK, Birmingham, Fruiterer July 3 at 12 174, Corporation st, Birmingham
 PARKER, SAMUEL, Tunstall, Staffs, Butcher July 3 at 3 Off Rec, Newcastle under Lyne
 PARKER, JOHN, Birmingham, Tailor July 4 at 12 174, Corporation st, Birmingham
 PHIPPS, ROBERT, Cardiff, Fish Dealer July 2 at 12 117, St Mary st, Cardiff
 POOK, CHARLES OLIVER, Greenwich, Solicitor July 3 at 11 30 24, Railway app, London Bridge
 PRICE, EMMA PALFREY, Brynood, Rhayader, Radnor, Lodging House Keeper July 15 at 11 1, High st, Newtown
 ROBINSON, RICHARD MORTON, Clydesdale mansions, Talbot rd, Bayswater, Merchant July 4 at 3 Bankruptcy bldg, Carey st
 SKINNER, JAMES, Stanningley, Leeds July 2 at 11 Off Rec, 23, Park row, Leeds
 WALMSLEY, JOHN, Rawdon, Yorks July 3 at 11 Off Rec, 23, Park row, Leeds

WEST, THOMAS JOHN, Swansea, Grocer July 3 at 12 Off Rec, 31, Alexandra rd, Swansea
 WILLETT, JOHN, Birmingham, Clerk July 8 at 11 174, Corporation st, Birmingham
 WISEMAN, WALTER, Birmingham, Timber Merchant July 4 at 11 174, Corporation st, Birmingham
 WOODS, ARTHUR BILLINGSGATE, Fish Salesman July 4 at 11 Bankruptcy bldg, Carey st

ADJUDICATIONS.

BARTLETT, FREDERICK WILLIAM, Mitcham, Florist Croydon Pet June 18 Ord June 18
 COOMES, JAMES, Grenard rd, Camberwell, Butcher High Court Pet May 8 Ord June 21
 DIXON, EPHRAIM, Featherstone, Yorks, Cycle Agent Wakefield Pet June 30 Ord June 30
 EMBROUGHT, ABRAHAM, Leicester Leicester Pet June 3 Ord June 17
 EVANS, JOHN EDWARD, Holyhead, Grocer Bangor Pet June 21 Ord June 21
 EVANS, MARY, Christchurch, Hants, Grocer Poole Pet June 21 Ord June 21
 GOODWILL, WILLIAM FOSTER, Sutton on Forest, Yorks, Farmer York Pet June 19 Ord June 19
 GROVE, ALFRED, Kidderminster, Butcher Kidderminster Pet June 30 Ord June 30
 GUILBERT, WALTER, Byde, I of W, Printer Newport and Byde Pet May 25 Ord June 17
 GUNN, ALEXANDER, Winsford, Grocer Crewe Pet June 21 Ord June 22
 GUY, GEORGE GRANT, Cardiff, Tug Boat Agent Cardiff Pet June 30 Ord June 30
 HANSTOCK, GEORGE BENSHEW, Hanley, Decorator Hanley Pet June 30 Ord June 30
 HARDY, WILLIAM, Raw Nook, Low Moor, Yorks, Traveller Bradford Pet June 22 Ord June 22
 JELMONI, FORTUNATO, Southampton, Refreshment house keeper Southampton Pet June 22 Ord June 22
 KELF, JASPER JAMES, Walthamstow, Auctioneer High Court Pet June 30 Ord June 30
 LENNOX, WILLIAM BENNETT, Willesden Green, Commercial Traveller High Court Pet June 21 Ord June 21
 MITCHELL, H. S., Romford rd, Essex, Draper High Court Pet May 18 Ord June 19
 MOLTEN, ERNEST MORTON, New Brighton, Cheshire, Engineer Birkenhead Pet March 11 Ord June 21
 MONDSHEIN, MAURICE, Canning Town, Grocer High Court Pet May 9 Ord June 19
 NICHOLSON, HENRY WHALLEY, Aldershot, Capt in H M Army Guildford Pet May 21 Ord June 22
 PARKER, JOHN, Birmingham, Tailor Birmingham Pet May 30 Ord June 21
 PRADOCK, JOHN, Welbury, Yorks, Joiner Northallerton Pet June 23 Ord June 23
 PROG, JOHN, Birmingham, Pianoforte Dealer Birmingham Pet April 16 Ord June 21
 ROBERTS, WILLIAM, Portway, Burghill, Hereford, Licensed Victualler Hereford Pet June 19 Ord June 19
 ROSE, DAVID SINCLAIR, Handforth, Cheshire, Licensed Victualler Stockport Pet June 21 Ord June 21
 SIMMONS, RICHARD ALFRED, Bristol, Licensed Victualler Bristol Pet June 21 Ord June 21
 SIMPSON, FREDERICK, Kingston upon Hull Kingston upon Hull Pet June 21 Ord June 21
 SKINNER, JAMES, Stanningley, Leeds Leeds Pet June 19 Ord June 19
 SWIFT, JOHN OAKDEN, Liverpool, Solicitor High Court Pet July 20 Ord June 20
 TURKINGTON, ASHBY, Horsa Bay, Financial Agent High Court Pet Jan 5 Ord 17 - 20
 TROTMAN, ARTHUR WILLIAM, North Nibley, near Dursley, Glos, Coachbuilder Gloucester Pet June 21 Ord June 21
 WALMSLEY, JOHN, Rawdon, Yorks Leeds Pet June 21 Ord June 21
 WARD, ALFRED, New Brompton, Kent, Wheelwright Rochester Pet June 21 Ord June 21
 WHELFORD, GEORGE BATES, Malton, Yorks, Surgeon's Bookkeeper Scarborough Pet June 19 Ord June 19
 WILKES, ELI, Wolverhampton, Haulier Wolverhampton Pet June 30 Ord June 30
 WILSON, JOSEPH, Bridgewater, Somerset, Farmer Bridgewater Pet June 7 Ord June 20

Amended notice substituted for that in the London Gazette of June 14:

EARL, HARRY EDWIN JOSEPH, Bedworth, Warwick, Traveller Coventry Pet June 12 Ord June 13

ADJUDICATIONS ANNULLED.

BETTS, ARCHIBALD SAMUEL, Hove, Sussex Brighton Adjud Sept 4, 1900 Annual June 30
 ROSS, JAMES, Liverpool, Medical Practitioner Liverpool Adjud June 1, 1900 Annual June 21

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